

# UTAH COUNTIES

INDEMNITY POOL

## BOARD OF DIRECTORS MEETING MINUTES

### **Date and Time**

December 19, 2019, 2:30 p.m.

### **Location**

Twigs Fashion Place, 6223 S State, Murray, Utah

### **Directors Present**

Bruce Adams, *President*, San Juan County Commissioner  
William Cox, *Vice President*, Rich County Commissioner  
Karla Johnson, *Secretary/Treasurer*, Kane County Clerk/Auditor  
Alma Adams, Iron County Commissioner  
Deb Alexander, Davis County Human Resources Director  
Blaine Breshears, Morgan County Sheriff  
Christopher Crockett, Weber Deputy County Attorney  
Scott Jenkins, Weber County Commissioner  
Jim Kaiserman, Wasatch County Surveyor  
Bob Stevenson, Davis County Commissioner  
Mark Whitney, Beaver County Commissioner  
Mike Wilkins, Uintah County Clerk/Auditor

### **Directors Absent**

Dean Cox, Washington County Commissioner

### **Officers Present**

Johnnie Miller, UCIP Chief Executive Officer  
Sonya White, UCIP Chief Financial Officer

### **Others Present**

Alex Getts, UCIP Education & Training Specialist  
Scott Burnett, Zions Capital Advisors

### **Call to Order**

Bruce Adams called the regular meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 2:30 p.m. on December 19, 2019 and welcomed those in attendance.

### **Recess for Public Hearing on the UCIP 2020 Budget**

Karla Johnson made a motion for the Board of Directors to recess at 2:30 p.m. on December 19, 2019 for a scheduled Public Hearing to review the Utah Counties Indemnity Pool's 2020 Budget (see attachment number one). Scott Jenkins seconded the motion, which passed unanimously. Board Members present at and participating in the public hearing were: Alma Adams, Bruce Adams, Deb Alexander, Blaine Breshears, William Cox, Scott Jenkins, Karla Johnson, Jim Kaiserman, Bob Stevenson, Mark Whitney and Mike Wilkins. Others present and participating in the public hearing were Alex Getts, Johnnie Miller and Sonya White. No public was present for

input. Bob Stevenson made a motion to close the public hearing and reconvene the Board of Directors meeting at 2:37 p.m. on December 19, 2019. William Cox seconded the motion, which passed unanimously.

#### **Review/Excuse Board Members Absent**

Jim Kaiserman made a motion to excuse Dean Cox from this meeting. Alma Adams seconded the motion, which passed unanimously.

#### **Review/Approve COLA and Merit Changes**

Deb Alexander presented on cost of living (COLA) and merit increases proposed for UCIP staff. This included a 2% cost of living raise for all staff. Alexander discussed merit adjustments to the Chief Financial Officer, Operations Specialist, and Education & Training Specialist positions based on data-related market research. Bob Stevenson discussed his concern with providing COLA adjustments rather than having all pay adjustments tied to performance reviews. Johnnie Miller summarized UCIP's review practice and support for the proposed merit-based raises. Scott Jenkins noted that under current economic conditions COLA adjustments were prudent to retain staff. Scott Jenkins made a motion to approve the changes as presented. Karla Johnson seconded the motion, which passed unanimously.

#### **Ratify 2020 Contributions**

Sonya White presented the amount of each member's contributions for 2020 to the Board (see attachment number two). White noted changes from when the contributions were initially discussed by the Board. The Board approved rates at their August 15, 2019 meeting. The rates have been applied to the member's exposure information, which had been updated based on exposure information reported by counties through December. Bob Stevenson made a motion to ratify the contributions as presented. Alma Adams seconded the motion, which passed unanimously.

#### **Review/Approve 2020 Final Budget**

Following the public hearing, Karla Johnson, Audit Committee Chair, presented the 2020 UCIP Budget to the Board (see attachment number three). Johnson noted the salary adjustments presented by Deb Alexander were already accounted for in the 2020 Budget. Alma Adams made a motion to approve the 2020 Budget as presented. Scott Jenkins seconded the motion, which passed unanimously.

#### **Board Member Oath of Office**

Karla Johnson administered the oath of office for new Board Member Christopher Crockett.

#### **Review/Approve October 24, 2019 Meeting Minutes**

The draft minutes of the Board of Directors meeting held October 24, 2019 were previously sent to the Board Members for review (see attachment number four). Karla Johnson made a motion to approve the October 24, 2019 Board of Directors meeting minutes as presented. Alma Adams seconded the motion, which passed unanimously.

#### **Elect Officers of the Board**

Mark Whitney made a motion to reelect Bruce Adams as President of the Board, William Cox as Vice President of the Board and Karla Johnson as Secretary/Treasurer of the Board for 2020. Bob Stevenson seconded the motion, which passed unanimously.

#### **Appoint Board Members to Committees of the Board**

Bruce Adams reviewed the Committees of the Board as follows (see attachment number five): Audit, composed of Karla Johnson (chair), Alma Adams, William Cox, and Mike Wilkins; Education, composed of William Cox (chair), Blaine Breshears, Dean Cox, Christopher Crockett, Mark Whitney, and Mike Wilkins; Governance, composed of Bruce Adams (chair), Alma Adams,

Dean Cox, Scott Jenkins, Jim Kaiserman, and Mike Wilkins; Membership Approval, composed of Mike Wilkins (chair), Karla Johnson, Bob Stevenson, and Mark Whitney; Nominating, composed of Bob Stevenson (chair), Alma Adams, Karla Johnson, Mike Wilkins, and Mark Whitney; and Human Resources, composed of Deb Alexander (chair), William Cox, and Christopher Crockett. It was noted that Mike Wilkins served on all but the Human Resources Committee. It was suggested that Deb Alexander replace Wilkins on the Education Committee. Johnnie Miller suggested replacing Wilkins with Scott Jenkins on the Nominating Committee. Miller suggested adding Christopher Crockett to the Governance Committee to utilize his legal expertise. Bob Stevenson made a motion to appoint the members with changes to the Committees as discussed. Karla Johnson seconded the motion, which passed unanimously.

#### **Ratification/Approval of Payments and Credit Card Transactions**

Karla Johnson reported that she reviewed the payments made, the payments to be made and the credit card transactions of the Pool as of December 19, 2019 (see attachment number six). Karla Johnson made a motion to approve the payments made, the payments to be made and the credit card transactions as presented. Mike Wilkins seconded the motion, which passed unanimously.

#### **Review/Approve Bylaws Coverage Addendum Amendments**

Amendments to the UCIP Bylaws Coverage Addendum were previously sent to the Board for review (see attachment number seven). Johnnie Miller reported the Governance Committee reviewed changes at the UAC Annual Convention. Miller first reviewed the Member Schedule of Liability Limits and Sublimits. Miller indicated that based on coverage now provided by UCIP's reinsurer, CRL, UCIP can provide unlimited annual aggregates on the \$2,000,000 excess of \$3,000,000 layer for General Liability, Law Enforcement Liability and Automobile Liability. Miller also reported he had negotiated with the reinsurer for a \$10,000,000 annual aggregate on the \$2,000,000 excess of \$3,000,000 layer for Public Officials Liability. Miller reported that on the CRL reinsurance forms Cyber Security Coverage has been renamed Privacy or Security Event Liability and Expense Coverage, in recognition that the coverage is no longer limited to loss of electronic data only but includes coverage for loss of data that is not in electronic format. Miller noted that based on concerns with extortion coverage being part of a public record, UCIP has been hesitant to include extortion language in the Coverage Addendum. Miller reported that at recent CRL meetings other pool members noted this has not been a problem, and Miller recommends including extortion coverage in the Coverage Addendum with a \$50,000 sublimit. Miller reported that with the exception of the extortion sublimit, all other sub limits of the Privacy and Security coverage could be spent at the discretion of the Member based on recent improvements made by CRL. Miller reviewed the proposed amendments to the Cyber Liability Retroactive Dates Endorsement to include the name change to Privacy or Security Event Coverage and changes to clarify the increase limits from \$1,000,000 to \$2,000,000 effective 09/01/2019, and increased limits for those Members electing limits above \$2,000,000 with their effective dates. Miller reported the airport exclusionary language in the UCIP Coverage Addendum didn't line up with the reinsurer's language, and recommended amending the language to bring it in line with the reinsurance agreements. Alma Adams made a motion to approve the Bylaws Coverage Addendum amendments as presented. Mike Wilkins seconded the motion, which passed unanimously.

#### **Review/Approve Audit Engagement Letter—Audit Committee Report**

Karla Johnson reported that the Audit Committee met with Larson and Company Certified Public Accountants and reviewed the engagement letter and proposed audit plan (see attachment number eight). The Committee discussed with Larson their desire to clarify the reporting of short-term and long-term investments. Johnson and Miller reviewed that UCIP conducted a bid process for audit services four years ago, which was structured to provide the successful bidder a three-year engagement that could be extended to no more than five years if auditor's actions were acceptable to UCIP. Larson's prior services were determined to be appropriate by the Audit Committee. Karla Johnson made a motion to approve the Audit Engagement Letter. Deb Alexander seconded the

motion, which passed unanimously. William Cox made a motion to approve the Audit Plan as presented. Karla Johnson seconded the motion, which passed unanimously.

#### **Review/Approve Reinsurance Renewal**

County Reinsurance Limited's (CRL) pricing analysis for the liability reinsurance renewal was previously sent to the Board for review (see attachment number nine). Johnnie Miller explained that the marketplace for pools looking to renew their reinsurance is resulting in 100% rate increases. Miller noted that UCIP's rates with CRL are increasing 5.7%, or \$62,000. Miller noted next year's renewal could see higher increases. Miller noted concerns regarding the growth of the Pool, indicating that while in the long term UCIP would like to see counties no longer with the Pool return, it needs to be done strategically so as not to disrupt rates and performance ratios as they currently stand. Miller noted that the rates for General Liability rates decreased as well as Public Officials Liability rates but with the increase in law enforcement rates the Pool will experience an overall 5.7% increase in liability rates. William Cox made a motion to approve the CRL liability reinsurance renewal as presented. Jim Kaiserman seconded the motion, which passed unanimously.

#### **Review/Approve Crime Renewal**

The government crime policy renewal binder was previously sent to the Board for review (see attachment number 10). Johnnie Miller reported renewal of the policy under the same terms as previously established, with a \$250,000 deductible covered by UCIP and a per occurrence limit of \$2.5 million. Miller noted an excess reinsurance policy was established earlier in the year of \$7.5 million. Miller noted the \$2.5 million reinsurance policy for all UCIP members was \$26,480 but that the renewal premium for the \$7.5 million layer has not yet been received. Blaine Breshears made a motion to approve the crime renewal as presented. Karla Johnson seconded the motion, which passed unanimously.

#### **Review/Approve Workers Compensation Renewal**

UCIP's joint purchase program renewal for workers compensation coverage through WCF Insurance was previously sent to the Board for review (see attachment number 11). Miller reported the cost of the WCF policy would cost \$1,795,000, which UCIP would pay WCF on January 1, 2020 and invoice the counties. Miller noted that buying the policy as a group saves the membership roughly 25%. Miller noted that WCF is a large sponsor for the Utah Association of Counties. Dividends received by Members from WCF have been about 7.5% on average. Alma Adams made a motion to approve the UCIP WCF 2020 Workers Compensation Joint Purchase Program. Mike Wilkins seconded the motion, which passed unanimously.

#### **Review/Approve LocalGovU Renewal**

The renewal information for UCIP's online training program through LocalGovU was previously sent to the Board for review (see attachment number 12). Johnnie Miller explained the renewal would be the \$28,750, the same cost UCIP paid in 2019, and included an updated scheduling system and a significant expansion of law enforcement and corrections related training. Blaine Breshears made a motion to continue the LocalGovU online training program as recommended. Karla Johnson seconded the motion, which passed unanimously.

#### **Investment Report Zions Capital Advisors**

Scott Burnett provided an investment report from Zions Capital Advisors (see attachment number 13). Burnett summarized rate changes implemented by the Federal Reserve Board, noting the strong economy and labor market, while also noting tensions due to economic trade deals, particularly with China. Burnett reported there was little chance of the Federal Reserve raising interest rates, with a 40-50% chance of a rate cut through September, noting historical cycles of the Reserve and world bond yields. Burnett noted the effects tariffs have had on global trade, resulting in a drop in manufacturing domestically, with the hope this would reverse with a pending U.S./Chinese trade agreement. Burnett reported the Utah economy is growing, and has the highest employment growth in the country, with low unemployment, strong population growth and strong consumer confidence.



Burnett reviewed the UCIP portfolio performance, noting the balance at \$2.2 million. Burnett reported the average yield stood at 2.387%, with an average duration of six months. Burnett assured the Board that Zions Capital does everything possible to maximize returns for its clients.

#### **Review/Approve HCA Contract Renewal**

Johnnie Miller provided a report on the HCA Contract Renewal (see attachment number 14). Miller explained the five-year appraisal project was completed earlier this year. Miller reported to the Board in writing at their October 2019 meeting that he considers appraisal services as a professional service, and moved forward with negotiating the terms between HCA and UCIP for a five-year project starting in 2020. Miller reported that HCA had done great work on behalf of the Pool and works directly with County Reinsurance Limited (CRL) to ensure appraisals are in a manner providing the Pool the best possible property reinsurance pricing. Miller reported he has negotiated a contract with HCA to conduct an additional five-year project at the same cost charged for the prior five-year period, providing UCIP with a zero-cost increase for appraisal services for a ten-year period. Karla Johnson made the motion to approve the HCA contract renewal as presented. Blaine Breshears seconded the motion, which passed unanimously.

#### **Review/Approve County Related Entities Membership**

Mike Wilkins provided a membership application summary report (see attachment number 15) for the **Uintah Healthcare Special Service District** that operates a nursing home in Vernal. Wilkins explained that membership may be strictly limited to property coverage. Johnnie Miller reported that a separate policy might be obtained through UCIP's broker to cover malpractice concerns, in which case UCIP could offer all liability coverages. Miller reported Uintah Healthcare Special Service District's membership and coverage may be structured similar to that of Weber Human Services. Mike Wilkins made a motion to approve the Uintah Healthcare Special Service District contingent upon obtaining a separate malpractice policy. William Cox seconded the motion, which passed unanimously. Mike Wilkins provided membership application summary reports for **Wasatch Emergency Medical Services/Fire Special Service District**, **Bristlecone Water District**, and **Sanpete County Special Service District #1**. Based on the review of the Membership Committee and recommendation of UCIP staff, Jim Kaiserman made a motion to approve membership in the Pool for the Wasatch Emergency Medical Services/Fire Special Service District, Bristlecone Water District, and Sanpete County Special Service District #1 as presented. Mike Wilkins seconded the motion, which passed unanimously.

#### **Review/Approve Electronic Meeting Policy**

The Electronic Meeting Policy was previously sent to the Board for their annual review (see attachment number 16). Johnnie Miller explained that no amendments to the Policy are recommended at this time. William Cox made a motion to approve the Electronic Meeting Policy as presented. Deb Alexander seconded the motion, which passed unanimously.

#### **Review/Approve Statewide Fraud Reporting Program**

Johnnie Miller provided the Board with a copy of the contract for the statewide fraud reporting program (see attachment number 17). Miller reported the hotline would cost \$2,753 annually to cover all UCIP members. The charges constitute a flat fee, with no additional charges. Miller explained that Lighthouse runs the hotline for Davis and Salt Lake Counties, as well as the State Attorney General's office. Miller will work with the Litigation Management Committee to develop procedures and processes for the hotline. Deb Alexander suggested including the UCIP Human Resources Committee in developing reporting procedures and made a motion to approve the Statewide Fraud Reporting Program as presented. Mike Wilkins seconded the motion, which passed unanimously.

#### **Set Date, Time and Place Regular Meetings for 2020**

Sonya White provided the Board with the tentative regular meeting schedule of the Board for 2020 (see attachment number 18). The Board will continue to meet every even numbered month on the

third Thursday of that month. Karla Johnson made a motion to approve the regular meeting schedule for 2020 as presented. Mark Whitney seconded the motion, which passed unanimously.

#### **Set Date and Time for Closed Meeting**

Karla Johnson made a motion to strike agenda item: *Set Date and Time for a Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual*. Alma Adams seconded the motion, which passed unanimously.

#### **Action on Personnel Matters**

Karla Johnson made a motion to strike agenda item: *Action on Personnel Matters*. Alma Adams seconded the motion, which passed unanimously.

#### **Set Date and Time for Closed Meeting**

Alma Adams made a motion to strike agenda item: *Set Date and Time for a Closed Meeting to Discuss Pending or Reasonably Imminent Litigation*. Deb Alexander seconded the motion, which passed unanimously.

#### **Action on Litigation Matters**

Johnnie Miller reported on an issue regarding a claim from Uintah County where deputies engaged in a high-speed chase that ended on tribal land. Miller reported that the County had been ordered by federal court to go to tribal court for trespassing violations. Miller noted concerns with the tribal court's lack of Rules of Procedure. Miller reported that UCIP's attorney was recently notified that the tribal court has withdrawn his authorization to practice in tribal court after being authorized for several decades. The tribal court offered that he can reapply, but with provisions that are unacceptable to him and his firm. As a result, the county will have to present its case to the tribal court without legal representation. Miller noted his concern that the tribal court could enter a judgement in any amount against the county. Miller noted that the Pool has a \$5 million limit. Miller reported that the only appeal that could be made to the federal court is to determine whether the tribe had jurisdiction to make the ruling. Miller noted several counties are considering entering into agreements with tribes in their counties, including cross deputizing their law enforcement. Miller noted the Pool would need to consider if it should provide coverage to counties if they enter these agreements as it may jeopardize the Pool.

#### **Presentation of Award of Recognition to UCIP**

Johnnie Miller presented an award of recognition from County Reinsurance Limited (CRL) to UCIP for being a Founding Member of CRL Property Plus Property Program and a UCIP award of service to the UCIP Board and staff.

#### **Chief Executive Officer's Report**

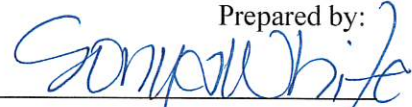
Johnnie Miller reported that in 2014, UCIP's equity to contribution ratio was slightly above minimum levels and the Pool had lost members. Miller noted that in response, the Board and Membership made and implemented notable changes to the Interlocal Agreement and underwriting procedures, including accepting county based special service districts into the Pool. Miller reported that in the intervening five years, the Pool had maintained 100%-member retention, and had 80% membership growth. Miller noted revenue had increased 31% in the five-year period, with the only rate increase in law enforcement liability. Miller reported a 155% increase in membership equity during the same five-year period. Miller further noted that special service districts that solicited membership proposals from UCIP saw a 20-50% reduction in their cost from their prior carrier. Miller reported that the Davis County Risk Manager informed him that the Olympus Agency had sent out brochures on a new workers compensation program. Miller wanted the Board to be informed that Olympus is now a direct competitor of the Pool.

**Other Business**

The next meeting of the Board of Directors will be held Thursday, February 20, 2020 at 12:30 p.m. at the UAC/UCIP offices, 5397 South Vine St, Murray, UT.

Bruce Adams dismissed the Utah Counties Indemnity Pool Board of Directors Meeting at 5:24 p.m. on December 19, 2019.

Prepared by:



Sonya White, Chief Financial Officer

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 2020



Karla Johnson, Secretary/Treasurer

Approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2020



Bruce Adams, President





# AGENDA

## Utah Counties Indemnity Pool Board of Directors Meeting

Thursday, December 19, 2019, 2:30 p.m.

Twigs Fashion Place, 6223 S State, Murray, UT

2:30	Open Meeting, Pledge of Allegiance, Welcome New Board Member	Bruce Adams
	Recess for Public Hearing on the UCIP 2020 Budget	Bruce Adams
	Reconvene	

ITEM	ACTION	
1.	Board Member Oath of Office	Karla Johnson
2.	Review/Excuse Board Members Absent	Bruce Adams
3.	Review/Approve COLA and Merit Changes	Deb Alexander
4.	Ratify 2020 Contributions	Sonya White
5.	Review/Approve 2020 Final Budget	Karla Johnson
6.	Review/Approve October 24, 2019 Meeting Minutes	Karla Johnson
7.	Elect Officers of the Board	Bruce Adams
8.	Appoint Board Members to Committees of the Board	Bruce Adams
9.	Ratification/Approval of Payments and Credit Card Transactions	Karla Johnson
10.	Review/Approve Bylaws Coverage Addendum Amendments	Johnnie Miller
11.	Review/Approve Audit Engagement Letter—Audit Committee Report	Karla Johnson
12.	Review/Approve Reinsurance Renewal	Johnnie Miller
13.	Review/Approve Crime Renewal	Johnnie Miller
14.	Review/Approve Workers Compensation Renewal	Johnnie Miller
15.	Review/Approve LocalGovU Renewal	Johnnie Miller
16.	Review/Approve HCA Contract Renewal	Johnnie Miller
17.	Review/Approve County Related Entities Membership	Mike Wilkins
18.	Review/Approve Electronic Meeting Policy	Johnnie Miller
19.	Review/Approve Statewide Fraud Reporting Program	Johnnie Miller
20.	Set Date, Time and Place of Regular Meetings for 2020	Sonya White
21.	Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual	Bruce Adams
22.	Action on Personnel Matters	Deb Alexander
23.	Set Date and Time for Closed Meeting to Discuss Pending or Reasonably Imminent Litigation	Bruce Adams
24.	Action on Litigation Matters	Christopher Crockett
25.	Presentation of Award of Recognition of Service to UCIP	Johnnie Miller

### INFORMATION

26.	Investment Report Zions Capital Advisors	Scott Burnett
27.	Chief Executive Officer's Report	Johnnie Miller
28.	Other Business	Bruce Adams

Electronic Meeting Notice: 515-604-9807, Participant Passcode: 675642 Anchor Location: 6223 S State, Murray, UT



# UTAH COUNTIES INDEMNITY POOL BUDGET

	Audit 2018	Approved 2019	Tentative 2020
<b>Revenue</b>			
Contributions	\$ 6,124,167	\$ 6,761,783	\$ 7,085,000
Investments	417,661	200,000	320,000
Other	24,208	7,000	10,000
<b>Total Income</b>	<b>6,566,036</b>	<b>6,968,783</b>	<b>7,415,000</b>
<b>Underwriting Expense</b>			
Losses and Loss Adjustments	2,818,293	3,500,000	3,500,000
Reinsurance	1,702,872	1,900,000	1,900,000
<b>Total Underwriting Expenses</b>	<b>4,521,165</b>	<b>5,400,000</b>	<b>5,400,000</b>
<b>Administration Expense</b>			
Trustees	31,501	55,000	55,000
Depreciation	2,342	3,000	3,000
Risk Management	55,772	70,000	70,000
Public Relations	20,424	22,000	22,000
Office	98,382	90,000	100,000
Financial/Professional	90,543	100,000	100,000
Personnel	695,867	765,000	788,000
<b>Total Administrative Expenses</b>	<b>994,831</b>	<b>1,105,000</b>	<b>1,138,000</b>
<b>Total Operating Expense</b>	<b>5,515,996</b>	<b>6,505,000</b>	<b>6,538,000</b>
<b>Change in Net Position</b>	<b>\$ 1,050,040</b>	<b>\$ 463,783</b>	<b>\$ 877,000</b>





# UTAH COUNTIES INDEMNITY POOL

## Contributions 2020

Name	Memo/Description	Amount
BEA	Member Contribution	185,775.00
BEAMBA	Member Contribution	31,727.00
BERDA	Member Contribution	4,841.00
BESSD	Member Contribution	3,068.00
BOX	Member Contribution	347,118.00
Central	Member Contribution	28,290.00
CID	Member Contribution	1,582.00
DAG	Member Contribution	49,315.00
DAV	Member Contribution	903,757.00
DCRDA	Member Contribution	1,599.00
DUC	Member Contribution	278,058.00
DUCMBA	Member Contribution	1,575.00
DWBBL	Member Contribution	6,239.00
EME	Member Contribution	200,093.00
EMEMBA	Member Contribution	1,579.00
FCAOG	Member Contribution	25,540.00
GAR	Member Contribution	143,642.00
GEMS	Member Contribution	9,458.00
IRO	Member Contribution	336,142.00
ISSD1	Member Contribution	13,011.00
JSSD2	Member Contribution	1,578.00
JSSFD	Member Contribution	28,355.00
JUA	Member Contribution	152,605.00
KAN	Member Contribution	180,237.00
KANMBA	Member Contribution	1,878.00
KRT	Member Contribution	1,568.00
MCAT	Member Contribution	1,652.00
MIL	Member Contribution	272,938.00
MOR	Member Contribution	72,912.00
PIU	Member Contribution	32,456.00
PIUMBA	Member Contribution	1,575.00
PSSD	Member Contribution	1,597.00
RIC	Member Contribution	41,535.00
SAJ	Member Contribution	225,331.00
SAJT	Member Contribution	1,649.00

# UTAH COUNTIES INDEMNITY POOL

## Contributions 2020

Name	Memo/Description	Amount
SAN	Member Contribution	185,679.00
SANMBA	Member Contribution	1,617.00
SCIC	Member Contribution	1,919.00
SEV	Member Contribution	225,870.00
SEVMBA	Member Contribution	1,584.00
SJSVSSD	Member Contribution	1,629.00
Southeast	Member Contribution	23,762.00
Southwest	Member Contribution	38,737.00
TriCounty	Member Contribution	20,930.00
UCIP	Member Contribution	2,886.00
UIN	Member Contribution	418,157.00
UINMBA	Member Contribution	1,758.00
WAS	Member Contribution	567,045.00
Wasatch	Member Contribution	9,966.00
WASMBA	Member Contribution	1,590.00
WAT	Member Contribution	306,474.00
WAY	Member Contribution	50,864.00
WAYMBA	Member Contribution	1,571.00
WC9	Member Contribution	1,618.00
WCIA	Member Contribution	56,924.00
WCPR	Member Contribution	19,227.00
WCSSA	Member Contribution	1,671.00
WCSW	Member Contribution	20,351.00
WEB	Member Contribution	1,247,785.00
Weber-Morgan	Member Contribution	48,097.00
WEBMBA	Member Contribution	1,770.00
WHS	Member Contribution	56,026.00
WSSD1	Member Contribution	1,586.00
WSSD3	Member Contribution	8,204.00
WWCD	Member Contribution	1,570.00
		\$ 6,917,142.00

## UTAH COUNTIES INDEMNITY POOL BUDGET

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<b>Revenue</b>				
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<b>Administration Expense</b>				
Trustees	31,501	55,000	55,000	55,000
Depreciation	2,342	3,000	3,000	3,000
Risk Management	55,772	70,000	70,000	70,000
Public Relations	20,424	22,000	22,000	22,000
Office	98,382	90,000	100,000	100,000
Financial/Professional	90,543	100,000	100,000	100,000
Personnel	695,867	765,000	788,000	800,000
<b>Total Administrative Expenses</b>	<b>994,831</b>	<b>1,105,000</b>	<b>1,138,000</b>	<b>1,150,000</b>
<b>Total Operating Expense</b>	<b>5,515,996</b>	<b>6,505,000</b>	<b>6,538,000</b>	<b>6,550,000</b>
<b>Change in Net Position</b>	<b>\$ 1,050,040</b>	<b>\$ 463,783</b>	<b>\$ 877,000</b>	<b>\$ 697,142</b>





# UTAH COUNTIES INDEMNITY POOL

## BOARD OF DIRECTORS' MEETING MINUTES

October 24, 2019, 12:45 p.m.

Home2 Suites Thanksgiving Point, 3051 W Club House Dr, Lehi, Utah

### BOARD MEMBERS PRESENT

William Cox, *Vice President*, Rich County Commissioner  
Karla Johnson, *Secretary/Treasurer*, Kane County Clerk/Auditor  
Alma Adams, Iron County Commissioner  
Deb Alexander, Davis County Human Resources Director  
Blaine Breshears, Morgan County Sheriff  
Scott Jenkins, Weber County Commissioner  
Bob Stevenson, Davis County Commissioner  
Mike Wilkins, Uintah County Clerk/Auditor

### BOARD MEMBERS ABSENT

Bruce Adams, *President*, San Juan County Commissioner  
Dean Cox, Washington County Commissioner  
Jim Kaiserman, Wasatch County Surveyor  
Mark Whitney, Beaver County Commissioner  
Dale Eyre, Sevier County Attorney

### OTHERS PRESENT

Johnnie Miller, UCIP Chief Executive Officer  
Sonya White, UCIP Chief Financial Officer  
Alex Getts, UCIP Education & Training Specialist

### Call to Order

William Cox called the meeting of the Utah Counties Indemnity Pool's Board of Directors to order at 12:45 p.m. on October 24, 2019 and welcomed those in attendance.

### Review/Excuse Board Members Absent

Alma Adams made a motion to excuse Bruce Adams, Dean Cox, Dale Eyre, Jim Kaiserman and Mark Whitney from this meeting. Scott Jenkins seconded the motion, which passed unanimously.

### Board Appointment Litigation Management Committee Chair and Additional Members

Johnnie Miller announced that Dale Eyre has resigned as the Sevier County Attorney to take a position with the Utah County Attorney's Office and is therefore no longer eligible to serve on the Board of Directors. Miller explained that the Litigation Management Committee recommended Stephen Hadfield of Box Elder County, Rob Van Dyke of Kane County and John Stearmer of Uintah County as additional members of the Committee, all of whom were willing to serve. Scott Jenkins made a motion to approve these appointments as presented. Mike Wilkins seconded the motion, which passed unanimously. Miller reported that Brock Belnap, Washington County Attorney is recommended by the Committee to Chair the Litigation Management Committee and take Eyre's place on the Board. Miller had not been able to confirm Belnap's willingness to serve prior to the meeting. Miller reported the Committee recommended Christopher Crockett, Deputy County Attorney, Weber County, if Belnap is unable to serve. Crockett is willing to serve. Alma Adams made a motion to appoint Brock Belnap as the Chair of the Litigation Management Committee, based on his willingness to serve. If Belnap is unable to serve, then the appointment will be made to Christopher Crockett. Scott Jenkins seconded the motion, which passed unanimously.

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## UTAH COUNTIES INDEMNITY POOL

5397 S Vine Street, Murray, UT 84107-6757  
(801)565-8500 [ucip.utah.gov](http://ucip.utah.gov)

#### Review/Approve August 15, 2019 Meeting Minutes

The draft minutes of the Board of Directors meeting held August 15, 2019 were previously sent to the Board Members for review (see attachment number one). Karla Johnson asked for clarification regarding the Actuarial Rate Analysis (page two) and the mentioned confidence levels. Johnnie Miller explained that the Analysis was reviewed under item seven, *Review/Approve 2020 Actuarial Rate Analysis*, but the rates and estimated member contributions were approved under item 11 (page three), in which estimated contributions were approved at an approximate 60% confidence level as indicated by the actuaries. Scott Jenkins made a motion to approve the August 15, 2019 Board of Directors meeting minutes as written. Karla Johnson seconded the motion, which passed unanimously.

#### Ratification/Approval of Payments and Credit Card Transactions

Karla Johnson reported that she reviewed the payments made, the payments to be made and the credit card transactions of the Pool as of October 24, 2019 (see attachment number two). Karla Johnson made a motion to approve the payments made, the payments to be made and the credit card transactions as presented. Deb Alexander seconded the motion, which passed unanimously.

#### Ratification/Approval of US Bank Card CEO Limit Increase

Sonya White provided the Board with monthly totals for transactions made with the US Bank Card (see attachment number three). White reported that Johnnie Miller initially had a credit limit of \$10,000 but due to increased use in travel expenses and training for members, White was able to work with US Bank to increase Miller's credit limit to \$15,000 and requested that the Board ratify the increase. Scott Jenkins made a motion to ratify the increase of Miller's US Bank card limit to \$15,000. Alma Adams seconded the motion, which passed unanimously.

#### Review/ Approve Third Quarter Financial Statements

Sonya White presented the third quarter 2019 financial statements to the Board (see attachment number four). White reviewed the Statement of Net Position (balance Sheet) with the Board that provided the current quarter, year-end 2018 and prior year third quarter 2018 totals. Total assets decreased from the prior quarter \$1,488,870 due to change in cash to pay losses, administrative costs and the sale of short-term investments. White reviewed the Statements of Revenues, Expenses and Changes in Net Position (income statement) with the Board. Net position of the Pool, at the end of the third quarter, is \$7,479,316 a change in net position of \$202,500 from the prior quarter and a change of \$1,508,117 from year-end audited 2018. With the calendar year 75 percent complete, operating income of the Pool is trending at 78 percent of budget, underwriting expense at 58 percent of budget and administration expenses at 70 percent of budget. Lastly the third required statement, the Cash Flow Statement, shows the cash effects during the reporting period. Scott Jenkins made a motion to approve the third quarter financial statements as presented. Karla Johnson seconded the motion, which passed unanimously.

#### Review/Approve 2020 Tentative Budget

Sonya White reported the Board had previously approved a preliminary budget to provide to the actuary (see attachment number five). White reported that based on current financial information, it is proposed that income increase to \$7,415,000, and administration expense increase to \$1,138,000. Scott Jenkins made a motion to approve the 2020 Tentative Budget as presented. Deb Alexander seconded the motion, which passed unanimously.

#### Review/Approve Equitable Liability Limits

Sonya White explained that seven entities have opted for a \$3 million liability limit (see attachment number six). CRL reduced reinsurance minimums to \$100 per layer from \$250 per layer. When the Board reviewed rates and estimated contributions at their August meeting all entities were exhibited with a \$5 million liability limit. White recommended that due to the tort cap currently at \$3 million, and that the inflation factor will increase the cap in 2020, now may be a good time to have all entities covered with a \$5 million liability limit. Scott Jenkins made a motion to approve the equitable liability limits for all members at \$5 million. Deb Alexander seconded the motion, which passed unanimously.

#### **Review/Approve Coverage Addendum Amendments**

Johnnie Miller reported that he is working with the reinsurer but that mutually approved language for the coverage addendum hasn't been arrived upon yet. Miller requested the Board create an ad hoc committee to review proposed changes prior to the Board's December meeting. Sonya White explained that pursuant to the Committees of the Board Policy, the Governance Committee is charged with reviewing, researching and providing input to assist staff with development of recommended amendments to the governance documents of the Pool including, but not limited to, the Interlocal Agreement, Bylaws, Bylaws Coverage Addendum and Policies of the Board. Scott Jenkins made a motion directing members of the Governance Committee to meet and review proposed amendments to the coverage addendum and report back to the Board at their December meeting. Mike Wilkins seconded the motion, which passed unanimously.

#### **Review/Approve Reimbursement Policy Amendments**

Sonya White explained that the State has updated their reimbursement policy and, therefore, amendments to the Board's Reimbursement Policy is provided for review and approval (see attachment number seven). White noted that the primary change came with the federal mileage reimbursement rate for private vehicle use for employees who receive an automobile allowance. Alma Adams made a motion to approve the reimbursement policy amendments as presented. Mike Wilkins second the motion, which passed unanimously.

#### **Review/Approve Appraisal Services RFP**

Pursuant to the Appraisal Services Memorandum provided to the Board from Johnnie Miller (see attachment number eight), Miller requested that the Board consider appraisal services as a professional service and allow Miller, as UCIP's Purchasing Officer, to negotiate terms for an additional five-year appraisal project term with HCA Asset Management based on the information provided in the Memorandum. The Board's Procurement Policy allows for such services to be negotiated rather than bid through a proposal process. Deb Alexander made a motion to approve the Purchasing Officer of the Pool to negotiate a contract with HCA Asset Management for review by the Board at its next meeting. Karla Johnson second the motion, which passed unanimously.

#### **Review/Approve County Related Entities Membership**

Mike Wilkins presented a membership application summary report to the Board for the Delta-Sutherland-Oasis Cemetery Maintenance District (see attachment number nine). Upon the recommendation of the Membership Committee and UCIP staff, Wilkins recommended approval of membership for the Delta-Sutherland-Oasis Cemetery Maintenance District in the Utah Counties Indemnity Pool. Johnnie Miller presented a membership application summary report to the Board for the Uintah Animal Control & Shelter Special Service District (see attachment number ten). Miller will be meeting with the District to explain whether certain exposures are covered under the Pool's coverage addendum. Miller recommended approving membership for the Uintah Animal Control & Shelter Special Service District with the understanding that UCIP may require certain indemnifications prior to the District executing the interlocal agreement. Mike Wilkins made a motion to approve the membership of the Delta-Sutherland-Oasis Cemetery Maintenance District and Uintah Animal Control & Shelter Special Service District as presented. Deb Alexander seconded the motion, which passed unanimously.

#### **Set Date and Time for Closed Meeting**

Karla Johnson made a motion to strike agenda item: *Set Date and Time for a Closed Meeting to Discuss Pending or Reasonably Imminent Litigation*. Mike Wilkins seconded the motion, which passed unanimously.

#### **Action on Litigation Matters**

Karla Johnson made a motion to strike agenda item: *Action on Litigation Matters*. Mike Wilkins seconded the motion, which passed unanimously.

#### **Set Date and Time for Closed Meeting**

Deb Alexander made a motion to strike agenda item: *Set Date and Time for a Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual*. Alma Adams seconded the motion, which passed unanimously.



### **Action on Personnel Matters**

Deb Alexander made a motion to strike agenda item: *Action on Personnel Matters*. Alma Adams seconded the motion, which passed unanimously.

### **Breakdown of Public Officials Liability Claims**

Johnnie Miller provided the Board with a breakdown of Public Officials liability claims in response to questions raised during the rate level discussion at the last meeting of the Board. Miller reported that the information he provided covered claims for a five-year period, and were broken down into land use, employment, and public officials liability claims. In the past, there has been some discussion about breaking employment liability down further. Miller spoke to UCIP's actuaries, who explained that employment liability is less than half a dozen claims per year, and not splitting claims up further gives the report more credibility. Miller further explained that claims are based on the total number of full-time employees. Miller noted that this breakdown makes sense for law enforcement and public officials claims, but not necessarily for land use due to exposure to land use based on the amount of unincorporated land per county, where some counties have limited land use exposure. Miller suggested gathering additional information on unincorporated land per county to apply credit and debits to the base rate or a new rate depending on the amount of unincorporated land in each county. Miller reported that he would further analyze the information and report to the Board next year. Miller noted that the goal is to provide equity for the membership and have everyone pay their fair share based on the risk they present to the Pool.

### **AGRIP Educational Forum Report**

William Cox reported that he, Blaine Breshears, Jim Kaiserman, Bob Stevenson, Mike Wilkins, and Mark Whitney attended the AGRIP Fall Educational Forum in Cleveland, OH. Blaine Breshears reported on attending a breakout session on cyber liability and noted that it was needed in order to update policies. Johnnie Miller reported on a session that discussed the process to use artificial intelligence to set up and automate the claim handling process to allow claims managers to better utilize their time. Miller noted this was not a way to replace current staff but allows organizations like the Pool to process increased claims counts without adding additional staff. Cox reported on sessions devoted to HIPPA risks, cyber liability and PTSD.

### **Nominating Committee Report**

Bob Stevenson reported that two Board positions are up for election at the Annual Membership Meeting (see attachment number 11). Positions for elections are one for the Fifth-Sixth Class representative and one for an At-Large representative. Nominations have been received, reviewed and nominees contacted to verify their willingness to serve on the Board. The Committee met and presents to the Board that William Cox will run unopposed on the ballot for the Fifth-Sixth Class representative due to no other nominations for this position being received. JoAnn Evans, Duchesne County; Jeff Scott, Box Elder County; and Mark Whitney, Beaver County will be placed on the ballot for the available At-Large representative position. Karla Johnson made a motion to approve the nominees, as presented by the Nomination Committee, to be placed on the ballot for the membership election to be held on December 5, 2019. Alma Adams seconded the motion, which passed unanimously.

### **Annual Membership Meeting Planning**

Sonya White reviewed the schedule for the Annual Membership Meeting with the Board (see attachment number 12). White explained that UCIP's annual meeting will not be held in conjunction with the Utah Association of Counties (UAC) Annual Convention since the UAC Board has changed the schedule format of their Convention. Johnnie Miller explained that this meeting is devoted to a report on the annual activities of the Pool. Miller noted it would be good to have a brief retelling of the history of UCIP to help new elected officials better understand the purpose of the Pool.

### **Chief Executive Officer's Report**

Johnnie Miller reported that the Risk Management Workshop went well, and that staff was glad to see some of the Commissioners attend. Miller reported that the workshops were being co-branded as UAC/UCIP trainings, and that he was working with UAC CEO Brandy Grace to help with training. Miller reported that he had a good meeting with the UAC Executive Committee, leading to a better understanding of UCIP and what the Pool does in support of UAC. Miller noted that he had left the meeting with an understanding that a new policy would be put together with UCIP as an exclusive partner



of UAC. Miller noted that it was too late to not have the Utah Local Governments Trust at the UAC Annual Conference, but that it could be in place by the Spring conference. Miller reported that he and UCIP Claims Manager Korby Siggard attended the county attorney conference representing the Pool. Miller updated the Board on the set-up of the Fraud Hotline. Miller reported that the hotline will be advantageous as it will be one hotline for all counties, as opposed to 29 individual county hotlines. Miller reported that Lighthouse Services LLC will put the hotline services together, with phone, web, fax, and email reporting options. The system has a basic charge of \$2,753 annually, which is what Salt Lake County pays for their similar system alone. Miller reported that the system will be co-branded with UAC, and all reports will come to UCIP; where reports go after that will need to be discussed and established through policy. Miller noted that if a report created too many conflicts with the county, the decision can be made to send it to the state, and ethics complaints could be sent to a statewide ethics committee should said complaints become an issue.

#### **Other Business**

The Governance Committee will meet at the UAC Annual Convention in November at the Dixie Convention Center, 1835 S Convention Center Dr, St. George.

The Utah Counties Indemnity Pool Annual Membership Meeting will be held Thursday, December 5, at the Loveland Living Planet Aquarium, 12033 Lone Peak Parkway, Draper.

The next meeting of the Board of Directors will be held Thursday, December 19, 2019 at 12:30 p.m. at Twigs Bistro, 6223 S State Street, Murray.

Mike Wilkins made a motion to adjourn the meeting of the Utah Counties Indemnity Pool Board of Directors at 2:50 p.m. on October 24, 2019. Blaine Breshears seconded the motion, which passed unanimously.

Prepared by:

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Sonya White, UCIP Chief Financial Officer

Submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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Karla Johnson, Secretary/Treasurer

Approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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Bruce Adams, President



## **UTAH COUNTIES INDEMNITY POOL COMMITTEES OF THE BOARD**

### **Audit**

Karla Johnson, Chair, Kane County Clerk/Auditor  
Alma Adams, Iron County Commissioner  
William Cox, Rich County Commissioner  
Mike Wilkins, Uintah County Clerk/Auditor

### **Education**

William Cox, Chair, Rich County Commissioner  
Blaine Breshears, Morgan County Sheriff  
Dean Cox, Washington County Commissioner  
Dale Eyre, Sevier County Attorney  
Mark Whitney, Beaver County Commissioner  
Mike Wilkins, Uintah County Clerk/Auditor

### **Governance**

Bruce Adams, Chair, San Juan County Commissioner  
Alma Adams, Iron County Commissioner  
Dean Cox, Washington County Commissioner  
Scott Jenkins, Weber County Commissioner  
James Kaiserman, Wasatch County Surveyor  
Mike Wilkins, Uintah County Clerk/Auditor

### **Membership Approval**

Mike Wilkins, Chair, Uintah County Clerk/Auditor  
Karla Johnson, Kane County Clerk/Auditor  
Bob Stevenson, Davis County Commissioner  
Mark Whitney, Beaver County Commissioner

### **Nominating**

Bob Stevenson, Chair, Davis County Commissioner  
Alma Adams, Iron County Commissioner  
Karla Johnson, Kane County Clerk/Auditor  
Mike Wilkins, Uintah County Clerk/Auditor  
Mark Whitney, Beaver County Commissioner

### **Human Resources**

Debra Alexander, Chair, Davis County Human Resources Director  
William Cox, Rich County Commissioner  
Dale Eyre, Sevier County Attorney



**UTAH COUNTIES INDEMNITY POOL**  
**Payments and Credit Card Transactions**  
October 25 - December 19, 2019

Date	Transaction Type	Num	Name	Memo/Description	Amount
<b>500-000000-10010100 ZionsMLC</b>					
10/30/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 689469	-5,109.00
10/30/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 689468	-3,168.72
10/30/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 689467	-30.00
10/30/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 689466	-7,966.50
10/30/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 689465	-4,800.30
10/30/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 689459	-2,951.18
10/30/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 689470	-5,005.77
10/30/2019	Check	ACH	Mylar Law, PC	Invoice: 00348	-5,549.00
10/30/2019	Check	ACH	Mylar Law, PC	Invoice: 00343	-2,555.93
10/30/2019	Check	ACH	Mylar Law, PC	Invoice: 00347	-12,242.00
10/30/2019	Check	ACH	Sykes McAllister Law Offices	Claim: DAG0000392017	-10,000.00
10/30/2019	Check	ACH	Joshua Asay	Claim: DAG0000392017	-10,000.00
10/30/2019	Check	ACH	Kane County	Claim: KAN0000232019	-1,623.89
10/31/2019	Check	BILLPAY	Washington County	Claim: WAS0000372019	-1,226.10
10/31/2019	Check	BILLPAY	Uintah County	Claim: UIN0000262019	-1,748.36
10/31/2019	Check	BILLPAY	Uintah County	Claim: UIN0000252019	-1,490.90
11/04/2019	Check	BILLPAY	Noel Armenta	Claim: WAS0000342019	-646.27
11/06/2019	Check	ACH	Jerald Gillies	Claim: WEB0000892019	-4,503.21
11/06/2019	Check	ACH	Garfield County	Claim: GAR0000062019	-2,723.29
11/08/2019	Check	ACH	Hutton Law Associates, PC	Invoice: 00363	-12,510.00
11/08/2019	Check	ACH	Mylar Law, PC	Invoice: 00351	-20,511.00
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291554	-3,783.88
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291553	-5,393.93
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291552	-11,007.26
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291551	-3,729.20
11/08/2019	Check	ACH	Suitter Axland	Invoice: 12915872	-130.00
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291550	-363.70
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291548	-6,437.62
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291547	-20,622.09
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291546	-7,255.62
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291544	-1,140.00
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291542	-10,806.63
11/08/2019	Check	ACH	Suitter Axland	Invoice: 1291540	-1,312.50
11/08/2019	Check	BILLPAY	Washington County	Claim: WAS0000382019	-4,090.28
11/08/2019	Check	BILLPAY	Washington County	Claim: WAS0000382019	-790.61
11/08/2019	Check	ACH	Box Elder County	Claim: BOX0000162019	-1,094.80
11/08/2019	Check	ACH	Davis County	Claim: DAV0000612019	-1,360.35
11/08/2019	Check	ACH	Sevier County	Claim: SEV0000292019	-3,506.43
11/08/2019	Check	ACH	Steven R. Drollette	Claim: DAV0000392017	-10,000.00
11/13/2019	Check	ACH	Goebel Anderson PC	Invoice: 4308	-234.00
11/13/2019	Check	ACH	Goebel Anderson PC	Invoice: 4307	-11,646.00
11/13/2019	Check	ACH	Goebel Anderson PC	Invoice: 4306	-4,986.00
11/13/2019	Check	ACH	Goebel Anderson PC	Invoice: 4313	-2,503.00
11/13/2019	Check	ACH	Mylar Law, PC	Invoice: 00352	-2,008.94
11/13/2019	Check	ACH	Mylar Law, PC	Invoice: 00353	-3,600.00
11/13/2019	Check	BILLPAY	ACLU of Utah	Invoice: In Trust For Dustin Law Porter	-10,000.00
11/13/2019	Check	BILLPAY	Rhonda Anderson	Claim: WEB0000882019	-2,961.09
11/21/2019	Expense		Zions Bank		-42.00
11/22/2019	Check	ACH	Garfield County	Claim: GAR0000062019	-1,226.59
11/22/2019	Check	ACH	Weber County	Claim: WEB0000902019	-2,695.28
11/26/2019	Check	ACH	Dunn & Dunn, PC	Invoice: 37840	-675.50
11/26/2019	Check	ACH	Mylar Law, PC	Invoice: 00356	-9,778.00

11/26/2019	Check	ACH	Mylar Law, PC	Invoice: 00362	-12,340.08
11/26/2019	Check	ACH	Mylar Law, PC	Invoice: 00360	-477.07
11/26/2019	Check	ACH	Strong & Hanni	Invoice: 204550	-2,052.00
11/27/2019	Check	ACH	Beaver County	Claim: BEA0000122019	-27,904.13
11/27/2019	Check	ACH	Duchesne County	Claim: DUC0000302019	-4,369.11
11/29/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 692723	-7,221.50
11/29/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 692722	-3,797.00
11/29/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 692721	-2,934.88
11/29/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 692714	-480.00
11/29/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 692725	-6,546.45
11/29/2019	Check	ACH	Durham Jones & Pinegar	Invoice: 692724	-3,362.31
12/11/2019	Check	ACH	Goebel Anderson PC	Invoice: 4452	-5,886.00
12/11/2019	Check	ACH	Goebel Anderson PC	Invoice: 4454	-2,970.00
12/11/2019	Check	ACH	Goebel Anderson PC	Invoice: 4451	-3,240.00
12/11/2019	Check	ACH	Goebel Anderson PC	Invoice: 4453	-3,348.00
12/11/2019	Check	ACH	Hutton Law Associates, PC	Invoice: 00364	-15,885.00
12/11/2019	Check	ACH	Mylar Law, PC	Invoice: 00363	-2,329.00
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291608	-3,584.62
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291607	-5,782.50
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291605	-4,137.50
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291602	-3,793.93
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291601	-7,560.72
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291600	-7,409.46
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291598	-220.00
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291596	-2,178.69
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291595	-1,985.72
12/11/2019	Check	ACH	Suitter Axland	Invoice: 1291594	-130.00
12/11/2019	Check	ACH	Frontier Adjusters, Inc.	Invoice: T847152	-318.72
12/11/2019	Check	ACH	Frontier Adjusters, Inc.	Invoice: T846408	-217.00
12/11/2019	Check	BILLPAY	Washington County	Claim: WAS0000392019	-9,922.37
12/13/2019	Check	ACH	Cassandra Palmisano	Claim: IRO0000262019	-1,295.50
12/17/2019	Check	ACH	Mylar Law, PC	Invoice: 00372	-24,100.01
12/17/2019	Check	ACH	Mylar Law, PC	Invoice: 00367	-3,698.29
12/17/2019	Check	ACH	Mylar Law, PC	Invoice: 00371	-10,233.88
12/17/2019	Check	ACH	Davis County	Claim: DAV0000642019	-324.97
12/17/2019	Check	ACH	Wasatch County	Claim: WAT0000222019	-5,776.00
12/17/2019	Check	ACH	Frontier Adjusters, Inc.	Invoice: T849126	-366.55
12/17/2019	Check	BILLPAY	Farmers Insurance	Invoice: 099SUB70004712731	-3,165.92
<b>Total for 500-000000-10010100 ZionsMLC</b>					<b>-\$ 462,887.6</b>
<b>500-000000-10010100 ZionsMLE</b>					
10/28/2019	Deposit		Millard County	Fire Damage on 2010	16,000.50
10/30/2019	Check	ACH	Public Employees Health Program	Invoice: 0122879738	-7,815.17
10/30/2019	Check	ACH	Marty L. Stevens	Expense Reimbursement	-42.68
10/30/2019	Check	ACH	Alexander F. Getts	Expense Reimbursement	-61.62
10/30/2019	Check	ACH	Johnnie R. Miller	Expense Reimbursement	-370.10
10/30/2019	Check	ACH	PEHP-LTD	Agency: 1076	-204.12
10/30/2019	Check	ACH	Karla Johnson	Board Meeting Reimbursement	-333.50
10/30/2019	Check	ACH	Alma Adams	Board Meeting Reimbursement	-354.07
10/30/2019	Bill Payment (Check)	ACH	Arthur J. Gallagher & Co.	Invoice: 3209661	-2,361.00
10/30/2019	Tax Payment		IRS	ACKNOWLEDGEMENT NUMBER: 270970301575724	-4,190.90
10/30/2019	Check	ONLINE	Utah Retirement Systems	Confirmation: 10308143520	-10,010.58
10/30/2019	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-2,598.00
10/30/2019	Deposit		Eventbrite		585.42
10/31/2019	Check	BILLPAY	Bob Stevenson	AGRIP Expense Reimbursement	-216.48
10/31/2019	Check	BILLPAY	Sonya J. White	Expense Reimbursement	-890.88
10/31/2019	Payroll Check	DD	Alexander F. Getts	Pay Period: 10/16/2019-10/31/2019 10/16/2019 to 10/31/2019	-1,525.84
10/31/2019	Payroll Check	DD	Sonya J. White	Pay Period: 10/16/2019-10/31/2019 10/16/2019 to 10/31/2019	-2,365.82
10/31/2019	Payroll Check	DD	Johnnie R. Miller	Pay Period: 10/16/2019-10/31/2019 10/16/2019 to 10/31/2019	-5,275.77



10/31/2019	Payroll Check	DD	Johnnie R. Miller	Pay Period: 10/16/2019-10/31/2019 10/16/2019 to 10/31/2019	-1,250.00
10/31/2019	Payroll Check	DD	Marty L. Stevens	Pay Period: 10/16/2019-10/31/2019 10/16/2019 to 10/31/2019	-1,862.56
10/31/2019	Payroll Check	DD	Korby M. Siggard	Pay Period: 10/16/2019-10/31/2019 10/16/2019 to 10/31/2019	-2,437.79
10/31/2019	Check	BILLPAY	Deb Alexander	Board Meeting Reimbursement	-64.60
10/31/2019	Check	BILLPAY	Bob Stevenson	Board Meeting Reimbursement	-46.60
10/31/2019	Tax Payment		UT State Tax Commission	Confirmation: 0-020-824-704	-1,920.49
10/31/2019	Bill Payment (Check)	ONLINE	American Express	3-41009	-244.21
11/04/2019	Deposit		Mylar Law, PC		1,000.00
11/07/2019	Bill Payment (Check)	BILLPAY	US Bank	4485594555657814	-8,703.28
11/12/2019	Deposit		DAG		2,361.00
11/15/2019	Payroll Check	DD	Sonya J. White	Pay Period: 11/01/2019-11/15/2019 11/01/2019 to 11/15/2019	-2,365.81
11/15/2019	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/01/2019-11/15/2019 11/01/2019 to 11/15/2019	-5,275.77
11/15/2019	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/01/2019-11/15/2019 11/01/2019 to 11/15/2019	-1,250.00
11/15/2019	Payroll Check	DD	Marty L. Stevens	Pay Period: 11/01/2019-11/15/2019 11/01/2019 to 11/15/2019	-1,695.81
11/15/2019	Payroll Check	DD	Korby M. Siggard	Pay Period: 11/01/2019-11/15/2019 11/01/2019 to 11/15/2019	-2,437.79
11/15/2019	Payroll Check	DD	Alexander F. Getts	Pay Period: 11/01/2019-11/15/2019 11/01/2019 to 11/15/2019	-1,400.42
11/15/2019	Tax Payment		IRS	ACKNOWLEDGEMENT NUMBER: 270971910185931	-4,119.60
11/18/2019	Check	BILLPAY	Scott Jenkins	Board Meeting Reimbursement	-75.40
11/18/2019	Check	BILLPAY	Mike Wilkins	Board Meeting Reimbursement	-190.24
11/21/2019	Expense		Zions Bank		-163.86
11/22/2019	Check	ACH	Public Employees Health Program	Invoice: 0122906515	-7,815.17
11/22/2019	Check	ACH	Marty L. Stevens	Expense Reimbursement	-273.64
11/22/2019	Check	ACH	Johnnie R. Miller	Expense Reimbursement	-406.60
11/22/2019	Bill Payment (Check)	ACH	Gallagher Bassett Services, Inc.	Invoice: 15389	-150.00
11/22/2019	Check	ACH	Korby M. Siggard	Expense Reimbursement	-500.28
11/22/2019	Check	ACH	Alexander F. Getts	Expense Reimbursement	-313.66
11/25/2019	Check	BILLPAY	Sonya J. White	Expense Reimbursement	-643.34
11/25/2019	Deposit		US Bank	Contract Payment: 28599	522.08
11/27/2019	Check	ACH	PEHP-LTD	Agency: 1076	-200.54
11/27/2019	Bill Payment (Check)	ACH	Gallagher Bassett Services, Inc.	Invoice: 15392	-138.00
11/29/2019	Payroll Check	DD	Marty L. Stevens	Pay Period: 11/16/2019-11/30/2019 11/16/2019 to 11/30/2019	-1,529.04
11/29/2019	Payroll Check	DD	Alexander F. Getts	Pay Period: 11/16/2019-11/30/2019 11/16/2019 to 11/30/2019	-1,275.01
11/29/2019	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/16/2019-11/30/2019 11/16/2019 to 11/30/2019	-5,275.76
11/29/2019	Payroll Check	DD	Johnnie R. Miller	Pay Period: 11/16/2019-11/30/2019 11/16/2019 to 11/30/2019	-1,250.00
11/29/2019	Payroll Check	DD	Sonya J. White	Pay Period: 11/16/2019-11/30/2019 11/16/2019 to 11/30/2019	-2,365.82
11/29/2019	Payroll Check	DD	Korby M. Siggard	Pay Period: 11/16/2019-11/30/2019 11/16/2019 to 11/30/2019	-2,437.79
11/29/2019	Tax Payment		IRS	ACKNOWLEDGEMENT NUMBER: 270973370833771	-4,048.28
11/29/2019	Tax Payment		UT State Tax Commission	Confirmation: 1-403-421-312	-1,875.68
11/29/2019	Check	ONLINE	Utah Retirement Systems	Confirmation: 112557537919	-9,890.93
11/29/2019	Check	ONLINE	Nationwide Retirement Solutions	Entity: 0036786001	-2,598.00
11/29/2019	Bill Payment (Check)	BILLPAY	US Bank	Account: 7814	-7,252.36
11/29/2019	Bill Payment (Check)	BILLPAY	Color Transfer, Inc.	Invoice: 19-5896	-170.00
12/06/2019	Deposit		Dixie Auto Salvage	Claim: WAS0000392019 (Salvage)	1,400.00
12/06/2019	Bill Payment (Check)	ONLINE	American Express	Confirmation: W1558	-180.69
12/09/2019	Bill Payment (Check)	ACH	Durham Jones & Pinegar	Invoice: 692713	-2,275.50
12/09/2019	Bill Payment (Check)	ACH	Arthur J. Gallagher & Co.	Invoice: 3249244	-2,652.00
12/11/2019	Bill Payment (Check)	BILLPAY	Utah Media Group	Invoice: 0001275889	-23.75
12/13/2019	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/01/2019-12/15/2019 12/01/2019 to 12/15/2019	-5,257.10
12/13/2019	Payroll Check	DD	Johnnie R. Miller	Pay Period: 12/01/2019-12/15/2019 12/01/2019 to 12/15/2019	-1,250.00
12/13/2019	Payroll Check	DD	Korby M. Siggard	Pay Period: 12/01/2019-12/15/2019 12/01/2019 to 12/15/2019	-2,437.80
12/13/2019	Payroll Check	DD	Alexander F. Getts	Pay Period: 12/01/2019-12/15/2019 12/01/2019 to 12/15/2019	-1,275.01
12/13/2019	Payroll Check	DD	Marty L. Stevens	Pay Period: 12/01/2019-12/15/2019 12/01/2019 to 12/15/2019	-1,529.05
12/13/2019	Payroll Check	DD	Sonya J. White	Pay Period: 12/01/2019-12/15/2019 12/01/2019 to 12/15/2019	-2,365.81
12/13/2019	Tax Payment		IRS	EFT ACKNOWLEDGEMENT:2974724388706	-4,066.91
12/13/2019	Bill Payment (Check)	ACH	Color Transfer, Inc.	Invoice: 19-5916	-105.00
12/13/2019	Bill Payment (Check)	ACH	Goebel Anderson PC	Invoice: 4450	-3,744.00
<b>Total for 500-000000-10010100 ZionsMLE</b>					<b>-\$ 129,824.2</b>



## Utah Counties Indemnity Pool

### MEMBER SCHEDULE OF LIABILITY LIMITS AND SUBLIMITS

The following Limits apply to each MEMBER listed on the Participating Members Endorsement (except as noted on that endorsement).

	<u>Primary</u>	<u>Excess</u>
General Liability	\$3,000,000 per OCCURRENCE/ <u>Unlimited</u> <u>Annual Aggregate</u>	\$2,000,000 per OCCURRENCE/ <del>subject to</del> <del>\$4,000,000</del> <u>Unlimited</u> Annual Aggregate <del>(a separate</del> <del>\$4,000,000 Annual Aggregate</del> <del>applies to claims arising out of</del> <del>Law Enforcement Activities)</del>
Sublimits of General Liability:		
Herbicide and Pesticide Application	\$50,000 per OCCURRENCE	\$0
Sewer and Drain Backup	\$100,000 per OCCURRENCE \$500,000 Annual Aggregate	\$0
Terrorism	\$100,000 per OCCURRENCE and Annual Aggregate	\$0
Public Officials Errors and Omissions Liability <u>Including</u> <u>Employee Benefits Liability</u>	\$3,000,000 per <del>WRONGFUL</del> <del>ACT</del> OCCURRENCE/ <u>Unlimited Annual Aggregate</u>	\$2,000,000 per <del>WRONGFUL</del> <del>ACT</del> OCCURRENCE subject to \$ <del>410</del> ,000,000 Annual Aggregate
<del>Employee Benefits</del> <u>Law</u> <u>Enforcement</u> Liability	\$3,000,000 <del>any one act, error</del> <del>or omission</del> per OCCURRENCE/ <u>Unlimited</u> <u>Annual Aggregate</u>	\$2,000,000 <del>any one act, error</del> <del>or omission</del> subjectper OCCURRENCE/ <del>to</del> <del>\$4,000,000</del> <u>Unlimited</u> Annual Aggregate
Automobile Liability	\$3,000,000 per OCCURRENCE/ <u>Unlimited</u> <u>Annual Aggregate</u>	\$2,000,000 per OCCURRENCE/ <u>Unlimited</u> <u>Annual Aggregate</u>
<u>Privacy or Security Event</u> <u>Liability</u>	\$2,000,000 per OCCURRENCE	<u>As endorsed</u>

Annual Aggregates are based on the POOL's fiscal year.

Terrorism is further limited to \$300,000 Annual Aggregate for all MEMBERS combined.

Subject otherwise to all terms, clauses and conditions of this Addendum.



## Utah Counties Indemnity Pool

### **CYBER-PRIVACY OR SECURITY EVENT LIABILITY AND EXPENSE COVERAGE ENDORSEMENT**

This Addendum is amended to include the following coverage Part IX, Cyber Liability and Expense Coverage.

#### **THIS IS CLAIMS MADE AND REPORTED COVERAGE**

##### **A. Cyber-Privacy or Security Event Liability and Expense Coverage Agreement**

###### **1. Third-Party Liability**

- a. The POOL will pay those sums a COVERED PARTY becomes legally obligated to pay as DAMAGES because of a CYBER-PRIVACY OR SECURITY EVENT. The POOL will have the right and duty to defend the COVERED PARTY against any SUIT seeking such DAMAGES. However, the POOL will have no duty to defend any COVERED PARTY against any SUIT seeking DAMAGES to which this coverage does not apply. The POOL may at its discretion investigate any CYBER-PRIVACY OR SECURITY EVENT and settle any CLAIM that may result.

But:

- (i) The amount the POOL will pay for DAMAGES and CLAIM EXPENSES is limited as described in Section C.; and
  - (ii) The right and duty of the POOL to defend ends when the applicable limit of liability is exhausted in the payment of judgments or settlements, REGULATORY PENALTIES, CLAIMS EXPENSES, and-PRIVACY RESPONSE EXPENSES, and PCI-DSS ASSESSMENTS.
- b. This coverage applies only if:
- (i) The CYBER-PRIVACY OR SECURITY EVENT commenced on or after the Retroactive Date and before the MEMBER'S withdrawal or termination from the POOL;
  - (ii) A CLAIM for DAMAGES because of the CYBER-PRIVACY OR SECURITY EVENT is first made against the COVERED PARTY before the MEMBER'S withdrawal or termination from the POOL; and
  - (iii) The COVERED PARTY gives written notice of the CLAIM to the POOL in accordance with Section D.



- c. A CLAIM seeking DAMAGES will be deemed to have been made when notice of the CLAIM is received by any COVERED PARTY or by the POOL, whichever occurs first.

## 2. Privacy Response Expenses

- a. The POOL will pay for PRIVACY RESPONSE EXPENSES incurred by the MEMBER in connection with a ~~CYBER~~ PRIVACY OR SECURITY EVENT that results in the actual or reasonably suspected theft, loss or unauthorized disclosure of or access to PERSONAL INFORMATION.

But:

- (i) The amount the POOL will pay for PRIVACY RESPONSE EXPENSES is limited as described in Section C.
- b. This coverage applies only if:
  - (i) The ~~CYBER-PRIVACY OR~~ SECURITY EVENT commenced on or after the Retroactive Date and before the MEMBER'S withdrawal or termination from the POOL; and
  - (ii) The MEMBER gives written notice of the ~~CYBER~~ PRIVACY OR SECURITY EVENT to the POOL in accordance with Section D.

## 3. Regulatory Proceedings and Penalties

- a. The POOL will pay for REGULATORY PENALTIES the COVERED PARTY becomes legally obligated to pay as a result of a REGULATORY PROCEEDING resulting from a ~~CYBER~~ PRIVACY OR SECURITY EVENT. The POOL will have the right and duty to defend the COVERED PARTY against any REGULATORY PROCEEDING to which this coverage applies. The POOL may at its discretion investigate any ~~CYBER~~ PRIVACY OR SECURITY EVENT and settle any CLAIM that may result.

But:

- i. The amount the POOL will pay for REGULATORY PENALTIES and CLAIM EXPENSES resulting from a REGULATORY PROCEEDING is limited as described in Section C; and
- ii. The right and duty of the POOL to defend a REGULATORY PROCEEDING ends when the applicable limit of liability is exhausted.



- b. This coverage applies only if:
  - i. The ~~CYBER-PRIVACY OR~~ SECURITY EVENT commenced on or after the Retroactive Date, if any, shown in the Declarations and before the MEMBER'S withdrawal or termination from the POOL;
  - ii. A REGULATORY PROCEEDING because of the ~~CYBER-PRIVACY OR~~ SECURITY EVENT is initiated against the COVERED PARTY before the MEMBER'S withdrawal or termination from the POOL; and
  - iii. The COVERED PARTY gives written notice of the REGULATORY PROCEEDING to the POOL in accordance with Section D.
- c. A REGULATORY PROCEEDING will be deemed to have been initiated when notice of the REGULATORY PROCEEDING is received by any COVERED PARTY or by the POOL, whichever occurs first.

#### 4. PCI-DSS ASSESSMENTS

- a. The POOL will pay for PCI-DSS ASSESSMENTS for which a COVERED PARTY is liable if the PCI-DSS ASSESSMENTS are due to noncompliance by the COVERED PARTY with PCI Data Security Standards and the noncompliance resulted in a PRIVACY OR SECURITY EVENT.  
  
But:
  - (i) The amount the POOL will pay for PCI-DSS ASSESSMENTS is limited as described in Section 3.
- b. This coverage applies only if:
  - (i) The PRIVACY OR SECURITY EVENT commenced on or after the Retroactive Date and before the MEMBER'S withdrawal or termination from the POOL;
  - (ii) A Claim for PCI-DSS ASSESSMENTS is first made against the COVERED PARTY before the MEMBER'S withdrawal or termination from the POOL; and
  - (iii) The MEMBER gives written notice of the PRIVACY OR SECURITY EVENT to the POOL in accordance with Section 4.

5. **Cyber Extortion Coverage**

- a. The POOL will pay for CYBER EXTORTION EXPENSES and CYBER EXTORTION MONIES the Named Member pays as a direct result of a CYBER EXTORTION THREAT.

But

- (i) The amount the POOL will pay for CYBER EXTORTION EXPENSES and CYBER EXTORTION MONIES is limited as described in Section 3.
- b. The coverage applies only if:
- (i) The Cyber Extortion Threat was first made against the COVERED PARTY on or after the Retroactive Date, if any, shown in the Declarations and before the MEMBER'S withdrawal or termination from the POOL;
- (ii) The MEMBER gives notice of the CYBER EXTORTION THREAT to the POOL in accordance with Section 4: and
- (iii) The MEMBER consults with the POOL and receives the POOL's written authorization before paying any CYBER EXTORTION MONIES.

6. **Deductible**

For each ~~CYBER-PRIVACY OR SECURITY EVENT~~ and CYBER EXTORTION THREAT, the POOL will pay only such amounts as are in excess of the deductible amount shown in the Declarations.

7. **Limits of Liability**

- a. The limits of liability stated below establish the most the POOL will pay regardless of the number of ~~CYBER-PRIVACY OR SECURITY EVENTS~~, CYBER EXTORTION THREATS, COVERED PARTIES, CLAIMS made, SUITS or REGULATORY PROCEEDINGS brought or individuals or entities making CLAIMS or bringing SUITS or REGULATORY PROCEEDINGS.
- b. The following general Aggregate limit applies: The POOL will pay no more than ~~\$1,000,000, the limit shown in the Member schedule of Liability Limits and Sublimits~~, less applicable deductible amounts, for the sum of the following: ~~in any one POOL fiscal year~~
- (i) All DAMAGES and CLAIM EXPENSES covered under Section A. 1.;
- (ii) All PRIVACY RESPONSE EXPENSES covered under



Section A. 2.; ~~and~~

- (iii) All REGULATORY PENALTIES and CLAIM EXPENSES covered under Section A. 3.;
  - (iv) All PCI-DSS Assessments covered under Section 1.D; and
  - (v) All CYBER EXTORTION EXPENSES and CYBER EXTORTION MONIES covered under Section 1.
- c. The following sublimit applies: Subject to the general aggregate limit specified in Section 3.B, the POOL will pay no more than \$50,000 in aggregate, less applicable deductible amounts for the sum of all CYBER EXTORTION EXPENSES and CYBER EXTORTION MONIES covered under Section 1.B. This sublimit is within the general aggregate limit set forth in Section 3.B and does not add to that limit.
- ~~1. The following per CYBER SECURITY EVENT limit applies: Subject to the general Aggregate Limit specified in Section C. 2., for any one CYBER SECURITY EVENT, the POOL will pay no more than \$1,000,000, less the applicable deductible amount, for the sum of the following:~~
- ~~a. All DAMAGES and CLAIM EXPENSES covered under Section A. 1.;~~
  - ~~b. All PRIVACY RESPONSE EXPENSES covered under Section A. 2.; and~~
  - ~~c. All REGULATORY PENALTIES and CLAIM EXPENSES covered under Section A. 3.~~
- ~~This CYBER SECURITY EVENT limit is within the general aggregate limit specified in Section C. 2. and does not add to that limit.~~
- ~~2. The following sublimit applies: Subject to the general aggregate and per CYBER SECURITY EVENT limits specified in Section C. 2. and Section C. 3., the POOL will pay no more than \$500,000 in aggregate, less applicable deductible amounts, for all PRIVACY RESPONSE EXPENSES covered under Section A. 2. This sublimit is within the general aggregate and per CYBER SECURITY EVENT limits set forth in Section C. 2. and Section C. 3. and does not add to those limits.~~
- ~~3. The following sublimits apply:~~
- ~~a. Subject to the general aggregate and per CYBER SECURITY EVENT limits specified in Section C. 2. and Section C. 3., the POOL will pay no more than \$250,000 in aggregate, less applicable deductible amounts, for all REGULATORY PENALTIES and related CLAIM EXPENSES covered under Section A. 3.~~

~~These sublimits are within the general aggregate and per CYBER-SECURITY EVENT limits set forth in Section C. 2. and Section C. 3. and do not add to those limits.~~

8. **Notice to the Pool**

- a. As a condition precedent to the obligations of the POOL under this coverage, the COVERED PARTY must give written notice to the POOL of any CLAIM made against the COVERED PARTY as soon as practicable, but in no event later than the date the MEMBER withdraws or is terminated from the POOL.
- b. As a condition precedent to the obligations of the POOL under this coverage, the COVERED PARTY must give written notice to the POOL of any PRIVACY OR SECURITY EVENT or CYBER EXTORTION THREAT as soon as practicable and provide all such information relating to the PRIVACY OR SECURITY EVENT or CYBER EXTORTION THREAT as the POOL may reasonably request.
- c. If during the period this coverage is in force, any COVERED PARTY becomes aware of a CYBER-PRIVACY OR SECURITY EVENT that may reasonably be expected to give rise to a CLAIM, including a Regulatory Proceeding or PCI-DSS ASSESSMENT, against any COVERED PARTY ~~or PRIVACY RESPONSE EXPENSES~~, the COVERED PARTY must give written notice to the POOL of such CYBER-PRIVACY OR SECURITY EVENT as soon as practicable, but in no event later than the date the MEMBER withdraws or is terminated from the POOL. Notice must include:
  - (i) A specific description of the CYBER-PRIVACY OR SECURITY EVENT, including all relevant dates;
  - (ii) The names of persons involved in the CYBER-PRIVACY OR SECURITY EVENT, including names of potential claimants and a specific description of any PERSONAL INFORMATION actually or reasonably suspected to have been subject to theft, loss or unauthorized access or disclosure;
  - (iii) The specific reasons for anticipating that a CLAIM may result from such CYBER-PRIVACY OR SECURITY EVENT.
  - (iv) The specific nature of the alleged or potential DAMAGES arising from such CYBER-PRIVACY OR SECURITY EVENT; and
  - (v) The specific circumstances by which the COVERED PARTY first became aware of the CYBER-PRIVACY OR SECURITY



EVENT.

Any CLAIM subsequently made against any COVERED PARTY arising out of such CYBER-PRIVACY OR SECURITY EVENT shall be deemed to be a CLAIM made during the Coverage Period in which the at the time the CYBERPRIVACY OR SECURITY EVENT was first reported to the POOL

9. **Exclusions**

The following exclusions apply to this coverage in addition to all exclusions that apply to the Public Officials Liability coverage provided under this COVERAGE ADDENDUM.

This coverage does not apply to any CLAIM, SUIT, REGULATORY PROCEEDING, DAMAGES, REGULATORY PENALTIES, CLAIM EXPENSES ~~or~~, PRIVACY RESPONSE EXPENSES, PCI-DSS ASSESSMENTS, CYBER EXTORTION EXPENSES or CYBER EXTORTION MONIES:

- a. For, arising out of, or resulting from BODILY INJURY or PROPERTY DAMAGE:
- b. For, arising out of, or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written; provided, however, that this exclusion shall not apply:
  - (i) to the extent the COVERED PARTY would have been liable in the absence of such contract or agreement;
  - (ii) to amounts payable as PCI-DSS ASSESSMENTS.
- c. For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising or violation of the Sherman Anti-Trust Act, the Clayton Act, or the Robinson-Patman Act, as amended;
- d. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to any CLAIM or loss covered under this endorsement that results from a theft, loss or unauthorized disclosure of or access to PERSONAL INFORMATION;
- e. For, arising out of or resulting from:
  - (i) The actual or alleged unlawful collection or acquisition of PERSONAL INFORMATION by or on behalf of the COVERED PARTY; or the failure to comply with a legal requirement to provide individuals with the

ability to assent to or withhold assent (*i.e.*, opt- in or opt-out) from the collection, disclosure or use of PERSONAL INFORMATION; or

- (ii) The distribution of unsolicited email, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the COVERED PARTY.
- f. For, arising out of or resulting from any of the following conduct by a COVERED PARTY:
- (i) Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as the Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal law or law of any state, locality or foreign government, whether such law is statutory, regulatory or common law;
  - (ii) Any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws;
  - (iii) Any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, the Employee Retirement Security Act of 1974 or any similar law or legislation of any state, locality or foreign government, or any amendment to such laws, or any violation of any order, ruling or regulation issued pursuant to such laws; or
  - (iv) Any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy.
- g. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional security breach, or any intentional or knowing violation of the law committed by any COVERED PARTY; provided, however, this exclusion shall not apply unless there is a final adjudication of such



conduct, an admission of such conduct by the COVERED PARTY, or in a criminal proceeding a plea of guilty, *nolo contendere*, no contest or any similar plea by the COVERED PARTY;

- h. For, arising out of or resulting from any actual or alleged:
  - (i) Infringement of patent or patent rights or misuse or abuse of patent; or
  - (ii) Infringement of copyright arising from or related to software code or software products; or
  - (iii) Use or misappropriation of any ideas or trade secrets by a COVERED PARTY or on behalf of, or in collusion with a COVERED PARTY.
- i. Arising out of or resulting from any of the following:
  - (i) Trading losses, trading liabilities or change in value of accounts;
  - (ii) Any loss of monies, securities or tangible property of others in the care, custody or control of the COVERED PARTY;
  - (iii) The monetary value of any electronic fund transfers or transactions by or on behalf of the COVERED PARTY that is lost, diminished, or damaged during transfer from, to or between accounts; or
  - (iv) The value of coupons, price discounts, prizes awards, or any other valuable consideration given in excess of the total contracted or expected amount that is lost, diminished or damaged.
- j. For damage to, destruction of, corruption of, or any loss of use by any COVERED PARTY of any COMPUTER SYSTEM or data, including without limitation any costs or expenses to the COVERED PARTY to repair or replace any COMPUTER SYSTEM or data, unless arising from a CYBER EXTORTION THREAT.
- k. For, arising out of or resulting from any threat, extortion or blackmail including but not limited to ransom payments, unless arising from a CYBER EXTORTION THREAT.

## 10. Definitions

The following definitions apply to this coverage:

“BODILY INJURY” means physical injury, sickness or disease sustained by any person, including death resulting from these at any time. BODILY

INJURY also means mental illness, mental anguish or emotional distress, pain or suffering or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of any person.

“CLAIM” means any demand, SUIT for DAMAGES, ~~or~~ REGULATORY PROCEEDING ~~or~~ PCI-DSS ASSESSMENT resulting from a ~~CYBER-PRIVACY OR~~ SECURITY EVENT. All CLAIMs because of a single ~~CYBER-PRIVACY OR~~ SECURITY EVENT will be deemed to be a single CLAIM and to have been made at the time the first such CLAIM is made against any COVERED PARTY, regardless of the number of individuals or entities making such CLAIMS or the time period over which such CLAIMS are made, even if subsequent CLAIMS are made after the MEMBER withdraws or is terminated from the POOL.

“CLAIM EXPENSES” means:

- a. Reasonable and necessary fees charged by attorneys designated by the POOL or designated by the COVERED PARTY with the POOL’s prior consent to assist with the investigation, adjustment, negotiation, arbitration, defense or appeal of a CLAIM;
- b. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, defense or appeal of a CLAIM and incurred by the POOL or by the COVERED PARTY with the POOL’s prior consent; and
- c. Premiums on appeal bonds, attachment bonds or similar bonds; however, the POOL is not obligated to apply for or furnish any such bond.

Provided, however, CLAIM EXPENSES do not include:

- a. Any internal salary, administrative, overhead or other related expenses of any COVERED PARTY or any charges by a COVERED PARTY for time spent cooperating with the investigation and defense of any CLAIM;
- b. PRIVACY RESPONSE EXPENSES; or
- c. PCI-DSS ASSESSMENTS.

“COMPUTER SYSTEM” means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

- a. Operated by and either owned by or leased to the MEMBER; or
- b. Operated by a third-party service provider and used to provide hosted computer application services to the MEMBER or for processing maintaining, hosting or storing the MEMBER’S



electronic data pursuant to a written contract with the MEMBER for such services.

“CYBER EXTORTION EXPENSES” means all reasonable and necessary costs and expenses which a COVERED PARTY incurs as a direct result of a CYBER EXTORTION THREAT, other than CYBER EXTORTION MONIES.

“CYBER EXTORTION MONIES” means any funds or property which the MEMBER pays with the prior written consent of the Pool, to a person or entity reasonably believed to be responsible for the CYBER EXTORTION THREAT for the purpose of terminating the CYBER EXTORTION THREAT.

“CYBER EXTORTION THREAT” means a credible threat or series of related credible threats, including but not limited to, a demand for CYBER EXTORTION MONIES, directed at a COVERED PARTY to:

- a. Release, divulge, disseminate, destroy or use confidential information taken from the COVERED PARTY as a result of a PRIVACY OR SECURITY EVENT;
- b. Introduce malicious code into a COMPUTER SYSTEM;
- c. Corrupt, damage or destroy a COMPUTER SYSTEM;
- d. Restrict or hinder access to a COMPUTER SYSTEM;
- e. Use data taken from a COVERED PARTY as result of a PRIVACY OR SECURITY EVENT to enter into false communications with third-parties to obtain confidential information (also known as “pharming” or “phishing”).

“PCI-DSS ASSESSMENT” means any monetary penalty owed by a COVERED PARTY due to the COVERED PARTY’S noncompliance with Payment Card Industry Data Security Standards under an agreement between the COVERED PARTY and a financial institution or other person enabling the COVERED PARTY to accept credit cards, debit cards, prepaid cards, or other payment cards.

“PERSONAL INFORMATION” means an individual’s name in combination with one or more of the following:

- a. Information concerning the individual that constitutes “nonpublic personal information” as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;
- b. Medical or health care information concerning the individual, including without limitation “protected health information” as defined in the Health Insurance Portability and Accountability Act

of 1996, as amended, and implementing regulations;

- c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or
- d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, PERSONAL INFORMATION does not include information that is lawfully available to the public, including without limitation information lawfully available from any COVERED PARTY or any local, state, federal or foreign governmental entity.

"CYBER-PRIVACY OR SECURITY EVENT" means:

- a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to electronic PERSONAL INFORMATION in the care, custody or control of the MEMBER or for which the MEMBER is legally responsible, regardless of whether such PERSONAL INFORMATION is maintained in electronic, paper or any other format; or
- b. A violation or failure of the security of a COMPUTER SYSTEM, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

Any CYBER-PRIVACY OR SECURITY EVENT that is continuous or part of a series of repeated or related CYBER-PRIVACY OR SECURITY EVENTS will be considered to be a single CYBER-PRIVACY OR SECURITY EVENT and will be considered to have commenced when the first such CYBER-PRIVACY OR SECURITY EVENT commenced regardless of:

- a. The number of individuals or entities engaged in such CYBER-PRIVACY OR SECURITY EVENTS;
- b. The number of individuals or entities affected by such CYBER-PRIVACY OR SECURITY EVENTS;
- c. The number of locations where such CYBER-PRIVACY OR SECURITY EVENTS occurred; or
- d. The number of such CYBER-PRIVACY OR SECURITY EVENTS occurring or period of time over which they occur, even if subsequent CYBER-PRIVACY OR SECURITY EVENTS take place after the MEMBER withdraws or is terminated from the POOL.



“PRIVACY RESPONSE EXPENSES” means the following reasonable and necessary costs incurred by the MEMBER within one year of the discovery of a CYBER-PRIVACY OR SECURITY EVENT that results in the actual or reasonably suspected THEFT, loss or unauthorized disclosure of or access to electronic PERSONAL INFORMATION in the care, custody or control of the MEMBER or for which the MEMBER is legally responsible:

- a. For the services of a ~~computer~~ security expert designated by the POOL to determine the scope and cause of a CYBER-PRIVACY OR SECURITY EVENT and the extent to which PERSONAL INFORMATION was disclosed to or accessed by unauthorized persons;
- b. For the services of consultants or attorneys designated by the POOL to determine the MEMBER’S obligations, if any, under applicable law to give notice to affected individuals;
- c. To notify affected individuals if required by applicable law or if the MEMBER voluntarily elects to give such notice, and for the services of a contractor designated by the POOL to assist with providing such notice and responding to questions and concerns raised by individuals who are notified;
- d. For the services of a contractor designated by the POOL to provide identity theft protection services to affected individuals if the MEMBER elects to provide such services; and
- e. For the services of a public relations consultant designated by the POOL to avert or mitigate damage to the MEMBER’S reputation as a result of the CYBER-PRIVACY OR SECURITY EVENT.

Provided, however, PRIVACY RESPONSE EXPENSES do not include:

- a. Any internal salary, administrative, overhead or other related expenses of any COVERED PARTY or any charges by a COVERED PARTY for time spent cooperating with the investigation and response to any CYBER-PRIVACY OR SECURITY EVENT; ~~or~~
- b. CLAIM EXPENSES;
- c. PCI-DSS ASSESSMENTS;
- d. PRIVACY EXTORTION EXPENSES; or
- e. PRIVACY EXTORTION MONIES.

“PROPERTY DAMAGE” means physical injury to tangible property,



including all resulting loss of use or loss of use of tangible property that is not physically injured. For purposes of this definition tangible property does not include information or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, compact disks, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.

“REGULATORY PENALTIES” means any civil fine or civil monetary penalty imposed in a REGULATORY PROCEEDING payable by a COVERED PARTY to the governmental entity bringing the REGULATORY PROCEEDING and any sum of money that a COVERED PARTY is legally obligated to deposit in a fund as equitable relief for the payment of consumer CLAIMs due to an adverse judgment or settlement of a REGULATORY PROCEEDING.

“REGULATORY PROCEEDING” means a request for information, civil investigative demand, SUIT, civil investigation or civil proceeding commenced by or on behalf any local, state, federal or foreign governmental entity in the entity’s regulatory or official capacity.

“SUIT” means a civil proceeding arising out of a CYBER SECURITY EVENT and includes an arbitration proceeding or other alternative dispute resolution proceeding and to which the COVERED PARTY must submit or does submit with the consent of the POOL.

## Utah Counties Indemnity Pool

### CYBER-PRIVACY OR SECURITY LIABILITY RETROACTIVE DATES ENDORSEMENT

It is understood and agreed that the POOL provides Cyber-PRIVACY OR SECURITY Liability coverage for the MEMBER on the following retroactive dates:

	Retroactive Date for the following Limit of Liability		Retroactive Date for the following Limit of Liability		Retroactive Date for the following Limit of Liability	
Beaver County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Box Elder County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Daggett County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Davis County	7/1/13	\$1,000,000	1/1/16	\$4,000,000		
Duchesne County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Emery County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Garfield County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Iron County	7/1/13	\$1,000,000	6/1/16	\$5,000,000		
Juab County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Kane County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Millard County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Morgan County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Piute County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Rich County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
San Juan County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Sanpete County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Sevier County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Uintah County	7/1/13	\$1,000,000	9/1/19	\$2,000,000	1/1/20	\$5,000,000
Wasatch County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Washington County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Wayne County	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Weber County	7/1/13	\$1,000,000	9/1/19	\$2,000,000	1/1/20	\$3,000,000
Beaver County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000		
Box Elder County Redevelopment Agency	1/1/16	\$1,000,000	9/1/19	\$2,000,000		
Box Elder County Special Service District	1/29/19	\$1,000,000	9/1/19	\$2,000,000		
Canyon Land County Improvement District	1/1/15	\$1,000,000	9/1/19	\$2,000,000		
Central Utah Public Health Department	7/1/13	\$1,000,000	9/1/19	\$2,000,000	1/1/20	\$5,000,000
Daggett County Redevelopment Agency	2/21/18	\$1,000,000	9/1/19	\$2,000,000		

	Retroactive Date for the following Limit of Liability		Retroactive Date for the following Limit of Liability		Retroactive Date for the following Limit of Liability
Duchesne County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Duchesne/Wasatch Bluebench Landfill Special Service District	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Emery County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Five County Association of Governments	1/1/16	\$1,000,000	9/1/19	\$2,000,000	
Grand County Emergency Medical Services Special Service District	1/1/19	\$1,000,000	9/1/19	\$2,000,000	
Iron County Special Service District #1	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Juab Special Service District #2	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Juab Special Service Fire District	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Kane County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Kane County Recreation and Transportation Special Service District	1/1/15	\$1,000,000	9/1/19	\$2,000,000	
Multi-County Appraisal Trust	5/20/19	\$1,000,000	9/1/19	\$2,000,000	
Piute County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Piute Special Service District #1	10/10/17	\$1,000,000	9/1/19	\$2,000,000	
San Juan Spanish Valley Special Service District	2/12/18	\$1,000,000	9/1/19	\$2,000,000	
San Juan Transportation District	1/1/15	\$1,000,000	9/1/19	\$2,000,000	
Sanpete County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Seven County Infrastructure Coalition	4/14/15	\$1,000,000	9/1/19	\$2,000,000	
Sevier County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Southeastern Utah District Health Department	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Southwest Utah Public Health Department	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
TriCounty Health Department	7/1/13	\$1,000,000	9/1/19	\$2,000,000	

	Retroactive Date for the following Limit of Liability		Retroactive Date for the following Limit of Liability		Retroactive Date for the following Limit of Liability
Uintah County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Wasatch County Health Department	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Wasatch County Parks & Recreation Special Service District #21	4/1/16	\$1,000,000	9/1/19	\$2,000,000	
Wasatch County Solid Waste Disposal District	4/1/16	\$1,000,000	9/1/19	\$2,000,000	
Wasatch County Special Service Area #1	4/1/16	\$1,000,000	9/1/19	\$2,000,000	
Wasatch County Special Service District #9	1/1/17	\$1,000,000	9/1/19	\$2,000,000	
Washington County Interlocal Agency	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Washington County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Wayne County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Wayne County Special Service District #1	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Wayne County Special Service District #3	4/3/18	\$1,000,000	9/1/19	\$2,000,000	
Wayne County Water Conservancy District	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Weber County Municipal Building Authority	7/1/13	\$1,000,000	9/1/19	\$2,000,000	
Weber Human Services	1/1/15	\$1,000,000	9/1/19	\$2,000,000	
Weber-Morgan Health Department	7/1/13	\$1,000,000	9/1/19	\$2,000,000	

Subject otherwise to all terms, clauses and conditions of this ADDENDUM.



### PART III GENERAL COVERAGE EXCLUSIONS:

L. Loss of or damage to or CLAIMS resulting from the ownership, maintenance, operation, activities or use or entrustment to others of any:

a. ~~S~~satellite;

b. ~~A~~ircraft of any size;

c. Airport, airfield, landing area, runway, hangar, heliport, helipad or buildings or other property used in connection with aviation activities;

d. ~~W~~water craft over 26 feet in length; or

e. ~~W~~watercraft used to carry persons or property for a charge.

L. This exclusion applies even if the CLAIMS against any COVERED PARTY allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that COVERED PARTY. For purposes of this exclusion, "aircraft" includes but is not limited to any aerial vehicle that is not controlled by a person from within or on the aerial vehicle.







December 19, 2019

Audit Committee  
**Utah Counties Indemnity Pool**  
5397 S Vine Street  
Murray, UT 84107

We are pleased to confirm our understanding of the services we are to provide **Utah Counties Indemnity Pool** (the Association) for the year ending December 31, 2019. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements of **Utah Counties Indemnity Pool** as of and for the year ending December 31, 2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **Utah Counties Indemnity Pool's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to **Utah Counties Indemnity Pool's** RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Contribution and Loss Development Information
- 3) Schedule of the Proportionate Share of the Net Pension Liability
- 4) Schedule of Contributions

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of **Utah Counties Indemnity Pool** and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of **Utah Counties Indemnity Pool's** financial statements. Our report will be addressed to the Board of Directors of **Utah Counties Indemnity Pool**. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If

## Utah Counties Indemnity Pool

December 19, 2019

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our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that **Utah Counties Indemnity Pool** is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly

## **Utah Counties Indemnity Pool**

December 19, 2019

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inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Utah Counties Indemnity Pool's** compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; for the acceptance of the actuarial methods and assumptions used by the actuary and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve



## **Utah Counties Indemnity Pool**

December 19, 2019

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compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Association from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations

## **Utah Counties Indemnity Pool**

December 19, 2019

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resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the State Auditor's Office; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Larson & Company, PC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Auditor's Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Larson & Company, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor's Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit near the end of February 2020 and to issue our report no later than April 2020. Jon S. Haderlie, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$19,400. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel



## Utah Counties Indemnity Pool

December 19, 2019

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assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to **Utah Counties Indemnity Pool** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*LARSON & COMPANY, PC*

LARSON & COMPANY, PC

### RESPONSE:

This letter correctly sets forth the understanding of **Utah Counties Indemnity Pool**.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Utah Counties Indemnity Pool

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## **AUDIT PLAN**

*For the Year Ended December 31, 2019*





December 12, 2019

Audit Committee  
**Utah Counties Indemnity Pool**  
5397 South Vine Street  
Murray, UT 84107

Members of the Committee:

We are engaged to audit the financial statements of **Utah Counties Indemnity Pool** (the Pool) for the year ended December 31, 2019. Professional standards require that we communicate the following information related to our audit as outlined in the following pages.

### Issues Discussed Prior to Retention of Independent Auditor

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year, prior to retention as the Pool's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### Planned Scope

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the Pool and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Pool or to acts by management or employees acting on behalf of the Pool. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

As part of our audit, professional standards require us to perform risk assessment procedures that are sufficient to provide a reasonable basis for identifying and assessing the risk of material misstatement, whether due to error or fraud, and designing further audit procedures. We are also required to determine whether any risks we have identified and assessed are significant risks that require special audit attention.

As a result of our procedures, we have determined the following areas as having significant risks:

- Cash
- Contributions
- Investments
- Losses and Loss Adjustment Expense Reserves
- Losses and Loss Adjustment Expenses Paid
- Reinsurance

We expect to use the following resources to assist us in performing our audits:

- Use of Specialists. We plan to rely on the review performed by the Pool's independent actuary to gain assurance over the claims reserve estimate.

Our goal is to provide you with a high quality, value added audit. Please inform us of any suggestions you may have to help us complete the audit more effectively and to adequately address your concerns of specific areas you would like us to focus our attention on during the current year audit.

Sincerely,

*Larson & Company, PC*

Larson & Company, PC



# Responsibilities

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## **Our Responsibility under U.S. Generally Accepted Auditing Standards and Government Auditing Standards**

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we will consider the internal control of the Pool. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the Pool's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

## **Other Information in Documents Containing Audited Financial Statements**

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis and the 10 Year Loss Development schedule, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on management's supplementary information, which accompanies the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

## **Management's Responsibility**

As stated in our engagement letter, management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with

(1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

# Anticipated Role of the Pool's Audit Committee

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We anticipate the Audit Committee will assist us with the following:

- Communicate any concerns or special requests related to this year's audit to Larson & Company.
- Communicate to Larson & Company the committee's views about the fraud risks in the Pool.
- Communicate to Larson & Company whether the committee has knowledge of any fraud, alleged fraud, or suspected fraud affecting the Pool and whether there has been any notification of an action or investigation regarding alleged fraudulent activities.
- Communicate to Larson & Company whether the committee is aware of tips or complaints received about financial reporting and, if so, their responses.
- Communicate to Larson & Company how the committee exercises oversight of the Pool's assessment of fraud risks and the controls established to address those risks.
- Communicate to Larson & Company the Pool's compliance with laws and regulations and knowledge of violations or possible violations of laws and regulations.
- Evaluate any "material weaknesses" or "significant deficiencies" in the Pool's internal controls as noted in our internal control letter and take steps to resolve issues.
- Consider any significant findings and recommendations from Larson & Company.
- Review the audit opinion issued by Larson & Company.



# Planned Timing

The schedule for the audit for the year ended December 31, 2019 is as follows:

Audit Activity:	2019	2020			
	Dec	Jan	Feb	Mar	Apr
Audit and Risk Planning	x	x	x		
Communication with Audit Committee	x				x
Internal Control Assessment and Procedures			x		
Financial Statement Risk Assessment and Procedures			x		
Substantive and Control Audit Procedures			x		
Wrap-up Procedures and Draft Report				x	
Issuance of Audit Report					x

We plan on completing our year-end field work near the end of February 2019 and issue our report by April 2019.

Should the above outlined audit schedule be affected or delayed by circumstances out of our control, we would notify you immediately and make appropriate adjustments to the anticipated due dates.

We will be available to meet with the audit committee during any of the above audit phases to discuss our progress. Should we encounter any significant adjustments or material weaknesses, we will discuss them with management or the audit committee, as appropriate, as soon as they come to our attention.



# Government Accounting Standards

## Board Updates

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**GASB No. 83** relates to certain asset retirement obligations (ARO). An ARO arises when there is an obligation or liability associated with the retirement of a tangible asset. This does not apply to obligations that arise solely from a plan to sell or otherwise dispose of a tangible capital asset. An example of application would be the disposition of a nuclear reactor vessel. As such we don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

**GASB No. 84** relates to fiduciary activities. As such we don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

### **GASB 85, Omnibus 2017**

In March of 2017, GASB issued GASB 85, Omnibus 2017. The objective of this Statement is to address practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics including issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and other postemployment benefits [OPEB]). Specifically, this Statement addresses the following topics:

- Blending a component unit in circumstances in which the primary government is a business-type activity that reports in a single column for financial statement presentation
- Reporting amounts previously reported as goodwill and "negative" goodwill
- Classifying real estate held by insurance entities
- Measuring certain money market investments and participating interest-earning investment contracts at amortized cost
- Timing of the measurement of pension or OPEB liabilities and expenditures recognized in financial statements prepared using the current financial resources measurement focus
- Recognizing on-behalf payments for pensions or OPEB in employer financial statements
- Presenting payroll-related measures in required supplementary information for purposes of reporting by OPEB plans and employers that provide OPEB
- Classifying employer-paid member contributions for OPEB
- Simplifying certain aspects of the alternative measurement method for OPEB
- Accounting and financial reporting for OPEB provided through certain multiple-employer defined benefit OPEB plans.

**GASB 88, Certain disclosures related to debt, including direct borrowings and direct placements** relates to new disclosures related to long-term debt. Bonds and direct placements are now required to be separated in note disclosures, as well as identifiable collateral for each bond series, direct borrowing, or direct placement. As the Pool has no long-term obligations from bonds or direct borrowings we don't expect this GASB to have an impact on the Pool.

**GASB 90 Majority equity interests** relates to the reporting of a government's majority equity interest in a legally separate organization. As such we don't expect this GASB to have an impact on the Pool and have not included information related to this GASB.

# Contacting Your Audit Team

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## Partner

Jon Haderlie, (801) 798-3545 or [jhaderlie@larsco.com](mailto:jhaderlie@larsco.com)

## Manager

Cody Powell, (801) 798-3545 or [cpowell@larsco.com](mailto:cpowell@larsco.com)



# County Reinsurance, Limited

## Liability Reinsurance Renewal Summary

### Reinsurance Structure

Ceding Entity:	Utah Counties Indemnity Pool
Coverage Period:	Inception Date: 1/1/2020 Expiration Date: 1/1/2021
Ceding Entity's Retention:	\$250,000 per occurrence \$250,000 per occurrence (Cyber)
Reinsurance Limit:	Difference between the Ceding Entity's Retention and the limits recorded on premium matrix
Method:	Expenses outside the limit of liability, but capped at \$1,000,000 Deductibles outside of the retention
Cyber Aggregates:	\$20M program aggregate excess of \$2M

### Premium & Coverage Summary

<b>Total Premium:</b>	<b>\$1,153,675</b>	
General Liability:	\$98,121	<i>*Includes Employee Benefits Liability, if applicable</i>
Public Officials Liability:	\$191,319	<i>*Includes Employment Practices Liability, if applicable</i>
Law Enforcement Liability:	\$449,179	
Auto Liability:	\$297,853	
Cyber Liability:	\$25,019	
Clash Coverage:	\$25,207	
Additional Defense:	\$46,641	
Terrorism Liability:	\$11,333	
Minimum Premiums:	\$9,003	

### Certificate Summary

Certificate Version:	CRL Liability Certificate Approved 12-21-17
Endorsements:	Schedule of Members and Limits Dam Exclusion 12-21-17





**National Union Fire Insurance Company of Pittsburgh, Pa.**  
520 PIKE STREET  
SUITE 2700  
Seattle, WA 98101-4020  
(206) 344-3200



December 9, 2019

STEFANIE SALAZAR  
ARTHUR J. GALLAGHER & CO. INSURANCE BROKERS OF CAL  
18201 VON KARMAN AVENUE SUITE 200  
IRVINE, CA 92612

**Insured:** UTAH COUNTIES INDEMNITY POOL  
5397 S VINE STREET  
MURRAY, UTAH 84087-6757

**Insurance Carrier:** NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.  
175 WATER STREET, NEW YORK, NY, 10038-4969

**Policy:** GOVERNMENT CRIME POLICY  
TAB #: 1401096, SUBMISSION #: 330797011  
REPLACEMENT OF POLICY #: 3-582-28-37  
POLICY PERIOD: FROM 01/01/2020 TO 01/01/2021

Dear STEFANIE:

As per your request for a Government Crime Policy quote, and based upon the information submitted, we are pleased to quote the following:

Single Loss Coverage Forms	Limit of Liability	Single Loss Deductible
Employee Theft-Per Loss Coverage	\$2,500,000	\$250,000
Forgery or Alteration	\$2,500,000	\$250,000
Inside Premises-Theft of Money & Securities	\$2,500,000	\$250,000
Inside Premises-Robbery, Safe Burglary-Other Prop.	\$2,500,000	\$250,000
Outside the Premises	\$2,500,000	\$250,000
Computer Fraud	\$2,500,000	\$250,000
Funds Transfer Fraud	\$2,500,000	\$250,000
Money Orders and Counterfeit Paper Currency	\$2,500,000	\$250,000

Premium	\$26,418
Commission	15.00 %



**INSTALLMENT SUMMARY****INSURED:**

Utah Counties Indemnity Pool  
 5397 S Vine St  
 Murray UT 84107-6757

Company	Proposal No	Estimated Premium	Est. Surcharges & Assessments	Total Due
WCF Mutual Insurance Company	1637032-1096539	\$84,817.00	\$0.00	\$84,817.00
WCF Mutual Insurance Company	4008989-1096541	\$495.00	\$0.00	\$495.00
WCF Mutual Insurance Company	1637234-1096543	\$217,325.00	\$0.00	\$217,325.00
WCF Mutual Insurance Company	1636916-1096545	\$206,506.00	\$0.00	\$206,506.00
WCF Mutual Insurance Company	1637191-1096531	\$136,157.00	\$0.00	\$136,157.00
WCF Mutual Insurance Company	1637045-1096533	\$38,665.00	\$0.00	\$38,665.00
WCF Mutual Insurance Company	2440767-1096535	\$870.00	\$0.00	\$870.00
WCF Mutual Insurance Company	1147164-1096537	\$72,165.00	\$0.00	\$72,165.00
WCF Mutual Insurance Company	1637104-1096527	\$37,964.00	\$0.00	\$37,964.00
WCF Mutual Insurance Company	1637133-1096529	\$57,972.00	\$0.00	\$57,972.00
WCF Mutual Insurance Company	1637003-1096546	\$17,283.00	\$0.00	\$17,283.00
WCF Mutual Insurance Company	1636903-1096548	\$37,041.00	\$0.00	\$37,041.00
WCF Mutual Insurance Company	1637074-1096550	\$9,721.00	\$0.00	\$9,721.00
WCF Mutual Insurance Company	4005014-1096538	\$5,470.00	\$0.00	\$5,470.00
WCF Mutual Insurance Company	1637117-1096540	\$28,430.00	\$0.00	\$28,430.00
WCF Mutual Insurance Company	1637029-1096542	\$38,225.00	\$0.00	\$38,225.00
WCF Mutual Insurance Company	1809439-1096544	\$89,026.00	\$0.00	\$89,026.00
WCF Mutual Insurance Company	1637061-1096530	\$19,128.00	\$0.00	\$19,128.00
WCF Mutual Insurance Company	4012479-1096532	\$29,526.00	\$0.00	\$29,526.00
WCF Mutual Insurance Company	1637247-1096534	\$11,205.00	\$0.00	\$11,205.00
WCF Mutual Insurance Company	2053567-1096536	\$493,505.00	\$0.00	\$493,505.00
WCF Mutual Insurance Company	1638174-1096528	\$57,574.00	\$0.00	\$57,574.00



**INSTALLMENT SUMMARY**

WCF Mutual Insurance Company	1637090-1096547	\$12,149.00	\$0.00	\$12,149.00
WCF Mutual Insurance Company	1636961-1096549	\$17,482.00	\$0.00	\$17,482.00
WCF Mutual Insurance Company	2118987-1096551	\$77,089.00	\$0.00	\$77,089.00

**It is agreed that the total amount of \$1,795,790.00 will be paid in installments according to the following schedule:**

	Due Date	Amount
DOWN PAYMENT	01/01/2020	\$1,795,790.0

Total \$1,795,790.0

Coverage will be in force at 12:01 a.m. on the effective date on page one of this proposal, providing the signed proposal and required down payment have been received prior to this date.

Estimated premium and all unpaid installments will be adjusted to reflect the final Experience Modification Factor determined by the Rating Bureau(s) upon receipt of that Experience Modification Factor.

Policies cancelled at the insured's request prior to expiration will be subject to short rate cancellation provisions.

This proposal is subject to pending rate changes.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Owner, Partner, or Corporate Officer)

Policies cancelled at the insured's request prior to expiration will be subject to short rate cancellation provisions.

# UTAH COUNTIES

INDEMNITY POOL

## MEMORANDUM

**TO:** UCIP Board of Directors  
**FROM:** Johnnie Miller  
**DATE:** 12/15/19  
**RE:** Local GovU Renewal

I have negotiated terms for renewal of our on-line training services with Local GovU. Local GovU recently implemented a significant upgrade to their on-line system, added several new training videos and made it easier for us to create our own Utah specific training modules on their system.

UCIP purchased approximately 1,500 courses for this program in the first year, with about 300 courses unused at the end of the year, which were rolled over into the second year, 2018. Because of the increased usage in the last few months of 2017 and to achieve a better rate per course, UCIP purchased 3,500 courses for 2018. At the end of 2018, Members had used all but about a dozen courses. Based on the increasing usage and the plan to roll out law enforcement courses to the program in 2019, UCIP purchased 5,000 courses for 2019, which again significantly reduced the per course cost.

Based on the increasing usage, and potential usage by law enforcement in 2020, staff recommends continuing the program by purchasing 5,000 courses for 2020. I have negotiated a flat renewal on cost for renewal at a rate per course of \$4.75 (the base price to purchase individual courses is \$12.00). Purchasing fewer courses increases the per course cost, and staff calculates the 5,000-course level the best value based on Local GovU's pricing structure and UCIP's needs. Total cost for system access charge and 5,000 courses is \$28,750, the same cost as last year. The 2020 budget for loss control training is adequate to cover this expense.

Staff recommends continuing the Local GovU On-line Training Program with a renewal of 5,000 course credits for 2020.

JRM/jrm





October 29, 2019

Mr. Johnnie R. Miller  
Chief Executive Officer  
Utah Counties Indemnity Pool  
5397 South Vine Street  
Murray, Utah 84107-6757

Dear Mr. Miller:

We have truly appreciated the opportunity to work with you, your team and all the UCIP members over the last 5 years. In accordance with our discussions last week HCA is excited to offer UCIP updated terms for extending our initial agreement and providing ongoing property appraisal for your members in 5-year cycles. As we discussed, I have documented the only proposed change (term) below as well as our commitment to keep the project fees unchanged. I welcome any questions or comments upon completion of your review.

This letter is intended to extend our original agreement, dated 6/26/2012 (and amended on May 8, 2014), in accordance with Paragraph **17.8 Amendments**, as follows:

- **Paragraph 2 – TERM.** We hereby propose an extension of the term by the following:
  - **Five Years (December 31, 2024).**
- **(No Change) Paragraph 8.1 – Fees.** We hereby propose NO CHANGE in fees; effectively remaining the same at the following:
  - **Five Year Rotation**
    - **8.1.1 Base Appraisal - \$160/Building**
    - **8.1.2 Additional Buildings - \$160/Building**
    - **8.1.3 Historic Structure Surcharge - \$500/Structure**

Our assumptions in proposing this amendment include the following:

- UCIP will maintain the same 5-year rotation, keep members in the same general order of inspections (at least) every five years; and,
- UCIP will continue with the same level of excellent support in making announcements to members and coordinating the overall appraisal process.
- HCA will continue to improve internal efficiencies via staff training and software / technology improvements and upgrades to our proprietary systems, enabling us to keep costs down while maintaining the same high standard of service; and,
- HCA will also continue to work with your reinsurer (CRL) to ensure our data is formatted according to their strict requirements.





We are truly grateful for your steadfast commitment and confidence in our team and look forward to a continued relationship with UCIP and your members. Please do not hesitate to contact me with any questions or comments. Acceptance of this extension of the original agreement can be signified below.

Best regards, Mark

A handwritten signature in dark ink, appearing to read "Mark T. Hessel", is written over a horizontal line.

**Mark T. Hessel, Senior Vice President**

**Approved By:**

\_\_\_\_\_  
**Signature, Name, Title**

\_\_\_\_\_  
**Date**

BETTER DATA MEANS BETTER SOLUTIONS



**MEMORANDUM**

**TO:** UCIP Board of Directors  
**FROM:** Johnnie Miller  
**DATE:** 12/17/19  
**RE:** New Membership

**Uintah Healthcare Special Service District**

Staff has been working with this district to collect underwriting information. The district operates a nursing home in Vernal. The concern with this district is that we are unable to provide liability coverage for the nursing home operation. Nursing homes, like hospitals, is a standard exclusion in liability policies due to the medical malpractice liability and the market for carriers willing to write nursing homes is very limited. We ran into this same medical malpractice issue when we worked with Weber Human Services (WHS) several years ago. At that time, the Board chose to not offer liability coverage to WHS, allowing them to participate for Property, Auto and WC. At the request of the Finance Director of WHS we are working to place the medical malpractice liability separately with Gallagher brokers and then add WHS for the rest of the liability. If this works for WHS, we may be able to structure coverage for Uintah Health Care similarly. The option for the Board today is to either approve membership, but not offer liability coverage, or approve membership, but only if the medical malpractice is placed separately.

**Wasatch EMS/Fire Special Service District**

Wasatch has had a Fire District for some time, insured by ULGT. The county recently decided to move the EMS operations, which have been part of the county, to the Fire district. We have just recently been asked to provide a proposal to the district, as we transfer coverage on all the vehicles, equipment and buildings to the district. Staff has not collected enough information to provide the proposal yet but would like the Board to consider approving membership for the district as they would likely want to move the coverage prior to the Board's next meeting.

**Bristlecone Water District**

Jerry Taylor, Garfield County Commissioner, called staff last week asking if we could provide a proposal for this small district which has been operating without insurance. As the new chair of the district board, Jerry would like to get coverage in place as soon as possible. Staff does not contemplate any issues with this district's application and recommends the Board approve membership so coverage can be implemented prior to the Board's next meeting.

**Sanpete County Special Service District #1**

Sanpete SSD#1 is a mineral lease funded district providing road and jail services to the county. The District has a budget of just over \$500,000. We assume they are currently covered by the ULGT but have not been able to confirm that.



## **UTAH COUNTIES INDEMNITY POOL ELECTRONIC MEETING POLICY**

### **SECTION I.     Effective Date and Frequency of Review.**

- A.     The UCIP Board of Directors originally adopted Resolution 2010-1 on August 19, 2010 governing the use of electronic meetings for the UCIP Board. This policy sets into policy the intent of that resolution.
- B.     This policy should be reviewed annually, but not less than every three years by the Board of Directors. This policy will also be reviewed any time that changes to laws governing electronic meetings of political subdivisions are amended in a manner which would require review and update to this policy.

### **SECTION II.    Purpose.**

- A.     The purpose of this policy is to assure all electronic meetings conducted by UCIP are conducted in compliance with Utah Code Ann. §52-4-101 et. seq., 1953 as amended.
- B.     The purpose for holding Electronic Meetings is primarily to enable members of the Board of Directors to participate in the meeting electronically.
- C.     Provision may be made for a member of the public to monitor an open meeting of the Board through electronic means provided that:
  - 1.     The member of the public so requests in writing at least three days prior to the meeting; and
  - 2.     UCIP will not be required to acquire any equipment, facilities or expertise which UCIP does not already possess in order to accommodate the request.

### **SECTION III.   Authority.**

- A.     The Board of Directors has authority to adopt this policy under the UCIP Interlocal Agreement, and under Utah Code Ann. §52-4-101 et. seq., 1953 as amended.

### **SECTION IV.    Applicability and Scope.**

- A.     This Policy applies to all electronic meetings conducted by UCIP which are governed by the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-101 et. seq., 1953 as amended.
- B.     Notwithstanding anything to the contrary in this Policy, with the exception of a Public Hearing, the general public and other interested persons need not be provided an opportunity to participate in, as opposed to attend and monitor, an Electronic Meeting.

## **SECTION V. Definitions.**

- A. "Anchor Location" means the physical location from which the electronic meeting originates or from which the participants are connected.
- B. "Board" means the Board of Directors of the Utah Counties Indemnity Pool.
- C. "Electronic Meeting" means a Public Meeting convened or conducted by means of a conference using electronic communications.
- D. "Meeting" means the convening of the UCIP Board of Directors, with a quorum present, including a workshop or an executive session, whether in person or by means of electronic communications, for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the UCIP Board of Directors has jurisdiction or advisory power.
- E. "Meeting" does not mean a chance gathering or social gathering.
- F. "Meeting" does not mean a convening of the Board if;
  - 1. No public funds are appropriated for expenditure during the time the Board is convened; and
  - 2. The Board is convened solely for the discussion or implementation of administrative or operational matters for which no formal action by the Board is required or that would not come before the public body for discussion or action.
- G. "Monitor" means to hear or observe, live, by audio or video equipment, all of the public statements of each member of the public body who is participating in a Meeting.
- H. "Participate" means the ability to communicate with all of the members of the Board attending a Meeting, either verbally or electronically, so that each member of the Board in attendance can hear or observe the communication.
- I. "Quorum" means a simple majority of the membership of the Board, unless otherwise defined by the UCIP Bylaws.
- J. "Quorum" does not mean a meeting of two Board members by themselves when no action, either formal or informal, is taken on a subject over which these elected officials have advisory power.

## **SECTION VI. Policy Statements.**

- A. An Anchor Location must be established for all Electronic Meetings.



- B. A quorum of the Board need not be present at an Anchor Location for an Electronic Meeting to be held.
- C. A Board member who is not physically present may participate in the meeting through electronic means and be counted toward the required quorum, and may make, second and vote on all motions and participate in the discussions as though present.
- D. As few as one Board member may be present at the Anchor Location for an electronic meeting to be held provided that the Board member who chairs the meeting is physically present at the Anchor Location. If neither the Chair nor the Vice Chair is physically present at the Anchor Location, but there is still a quorum, a Board member who is physically present at the Anchor Location will preside over the meeting.
- E. Space and facilities must be provided at the Anchor Location so that all interested persons may attend and monitor the open portions of the meeting.
- F. If the meeting is a Public Hearing, space and facilities must be provided at the Anchor Location so that interested persons and the public may attend, monitor and participate in the hearing.
- G. A request from a member of the public to monitor a meeting electronically that is not being held as an Electronic Meeting may be denied by the Chair, or Vice Chair in the Chair's absence, based on budget, public policy or logistical considerations deemed sufficient by the Chair or Vice Chair.

## **SECTION VII. Procedures and Responsibilities.**

- A. The UCIP Chief Executive Officer shall assure that not less than 24 hours' advance public notice, including the agenda, date, time, location, and a description of how the Board members will be connected to the Electronic Meeting, will be given for each Electronic Meeting of the Board by:
  - 1. Posting a written notice at the principal office of UCIP; and
  - 2. Posting written notice at the Anchor Location; and
  - 3. Providing notice to all Board members; and
  - 4. Providing written or electronic notice to at least one newspaper of general circulation and to a local media correspondent; and
  - 5. Posting notice of the Electronic Meeting on the Utah Public Notice Website created under Utah Code Ann. §63F-1-701 et. seq., 1953 as amended; and
  - 6. Providing any other additional notice or posting as directed by the Chair or the Board.

**SECTION V. Revision History.**

- A. Resolution Adopted: August 19, 2010
- B. Policy Original Adoption: December 21, 2017
- C. Reviewed: December 20, 2018
- D. Reviewed: December 19, 2019

**SECTION VI. Appendices.**

- A. Utah Open and Public Meetings Act



## **HOTLINE SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made and entered into by and between Lighthouse Services, LLC, a limited liability corporation with a mailing address of 1710 Walton Rd., Suite 204, Blue Bell, PA 19422 (hereinafter referred to as "Lighthouse") and Utah Counties Indemnity Pool, with a mailing address of 5397 S Vine Street, Murray, UT 84107 (hereinafter referred to as "Customer").

### **BACKGROUND**

WHEREAS, Lighthouse is a vendor of anonymous reporting services; and

WHEREAS, Customer desires to purchase from Lighthouse anonymous reporting services for Customer and its Affiliates (the "Services");

NOW THEREFORE, in consideration of the mutual covenants, and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Fee.** The annual fee for the Services shall be \$2,753.00 for approximately 4,656 employees for the period beginning November 15, 2019 through November 15, 2020 (the "Initial Term"). Fees are invoiced at the beginning of each annual period and payment is due upon receipt.
2. **Lighthouse Operations.** The Services shall include, without limitation, the following:
  - i. Lighthouse shall provide the Services to Customer on a twenty four hour per day, seven days a week, 365 days per year basis.
  - ii. Lighthouse shall provide Customer with an online Case Management System, a toll-free number, website, facsimile number and e-mail address that can be utilized by all United States, Canadian, and Mexican based employees or third parties.
  - iii. All contact reports will be assigned a unique File ID and shall be retained by Lighthouse so long as Customer remains a client of Lighthouse.
  - iv. Lighthouse will provide Customer a copy in English of the information relayed by the reporter and will make its best effort not to jeopardize the anonymity of the reporter if he or she elected to remain anonymous. Customer is charged a \$75.00 fee for reports in languages other than English or Spanish.
  - v. Lighthouse will maintain network security as reasonably necessary to protect the anonymity of the reporter.
  - vi. Lighthouse will provide reporters with an option of follow-up communications.
  - vii. Lighthouse will maintain adequate capacity on its network during the term of this Agreement to meet Customer's usage requirements.
  - viii. In Addendum A attached, Customer will list all recipients designated to receive the contact reports, which may be revised from time to time by Customer.
3. **Limitation of Liability.** Neither party to the Agreement assumes liability except as expressly provided in this Agreement and in no event will either party be liable for special, indirect, incidental or consequential damages, arising in contract or in tort, under any warranty or otherwise.
4. **Renewal and Termination.** After the Initial Term, this Agreement shall renew automatically for consecutive one year terms unless written notice of cancellation is received by either party at least 30 days before the expiration date. If this Agreement is terminated for any reason then Customer shall be given 30 days from the date of such termination to download its data from Lighthouse's Case Management System after such time the data will be destroyed.

5. Use of Service. After the expiration of this Agreement, Customer agrees to make commercially reasonable efforts to inform its employees to cease submitting reports to Lighthouse. Services are based on normal commercial use and are subject to Lighthouse's Reasonable Use Policy available at [http://www.lighthouse-services.com/documents/reasonable\\_use\\_policy.pdf](http://www.lighthouse-services.com/documents/reasonable_use_policy.pdf).
6. Governing Law, Exclusive Jurisdiction. The parties agree that this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania or Federal law, as appropriate. The parties hereby consent to the personal and subject matter jurisdiction of the state and federal courts of the Commonwealth of Pennsylvania, Montgomery County, Pennsylvania, for all disputes arising from or related to this Agreement. The parties hereby consent to service of original process by internationally recognized overnight courier service.
7. Modification. This Agreement is subject to modification only by a writing signed by both parties.
8. Force Majeure. Neither party will have the right to claim damages or to terminate this Agreement as a result of the other party's failure or delay in performance (other than payment of money) due to circumstances beyond its reasonable control, including but not limited to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, acts of God, or governmental action not the fault of the nonperforming party.
9. Notices. All notices required or permitted under this Agreement must be in writing. They will be deemed given when (a) delivered personally; (b) sent by confirmed facsimile or electronic mail (email) transmission; (c) delivered by commercial overnight courier with written verification of receipt; or (d) delivered by registered or certified mail, return receipt requested, postage prepaid with verification of delivery. All notices must be sent to the receiving party's initial address on the first page of this Agreement or to such other address that the receiving party may have provided for purpose of notice as provided in this subsection.
10. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
11. Confidentiality. Lighthouse agrees that it is prohibited from disclosing or using any information obtained in connection with its performance under this Agreement (including without limitation any "nonpublic personal information" as defined in Section 573.3 of Title 12 of the Code of Federal Regulations) for any purpose other than to carry out the purposes of providing hotline reporting services to Customer. Lighthouse further agrees to comply with any and all applicable Federal, State, and local laws and regulations concerning privacy of information. In the event either party is required by applicable law, rule, regulation, or court order to disclose any of the other party's confidential information, the disclosing party will promptly notify the other party in writing so that the party can seek a protective order or other appropriate remedy prior to making any such disclosure.
12. Indemnification. Each party shall indemnify and hold the other party, its successors, assigns, officers, directors, agents, partners, representatives, Affiliates and employees harmless from and against any and all liabilities, losses, damages, costs, expenses, actions, claims, and demands whatsoever, including reasonable attorneys' fees, arising from any negligent or willful misconduct by itself, its employees, representatives or agents in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, in providing specific contact reports to Customer, Lighthouse does not assume any liability as a result of Customer's use or misuse of the information contained in such contact reports and Customer shall indemnify Lighthouse for any costs, including reasonable attorneys' fees, associated with or in connection thereof with any and all actions, demands, or claims, whatsoever, against Customer in connection thereof. If Lighthouse is compelled to reveal the identity of any reporter as a result of any action of Customer, or on behalf of Customer, which includes but is not limited to a police warrant, court subpoena, or any other governmental intervention, then Lighthouse shall be indemnified by Customer for any costs incurred.
13. Disclaimers. Neither Lighthouse, its employees, agents, successor, and/or assigns make any warranties, express or implied, or assume any legal liability or responsibility for the accuracy, completeness, or



usefulness of any information received by Lighthouse through provision of the Services and forwarded to Customer.

14. Relationship of Parties. The parties to this Agreement are independent parties. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf. Neither party shall have, and shall not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name, except as herein expressly permitted.
15. Counterparts. This Agreement may be executed via electronic mail (email) and in one or more counterparts, each of which will be deemed to be original, but all of which together will constitute one and the same instrument.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and therefore supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement.

IN WITNESS WHEREOF, Lighthouse and Customer have executed this instrument as of the date set forth above.

**Lighthouse Services, LLC**

**Customer**

\_\_\_\_\_  
Andy Bronstein  
Principal  
Lighthouse Services, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\*\*\*VERY IMPORTANT\*\*\*** Lighthouse requires the names ("Affiliates") that Customer might be identified as by users of the Service and must update Lighthouse of any changes to this list. Below please list all Affiliates applicable to Customer (e.g., subsidiaries, DBA names (Doing Business As), etc.):

**For many DBAs, please mark SEE ATTACHED and email the list to us in Word or Excel.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## Addendum A – User Roles

**Primary Contact** – List below the individual who will have primary responsibility for your hotline program. By emailing reports@lighthouse-services.com they will manage who the report recipients are and inform us of any changes to your DBAs (Doing Business As). They will also receive email notification of any upgrades to our services, administrative matters and program correspondence. There can only be one primary contact.

Name	Title
Email Address	Phone

## Report Recipients and User Type

**Report Recipients** - List below any individuals who will receive via email report notifications for report types which they are identified. It is considered a best practice to have more than one designated recipient per report, although not a requirement.

The Case Management System (CMS) is a database of your hotline activity. **You are required to have a minimum of one CMS Administrator.** There is no limit to the number of CMS users you can have.

### CMS User Types:

- CMS Administrator - has unrestricted access to your entire online database of reports, updates information, assigns Investigators and manages users.
- CMS Investigator - has limited access to the CMS, can interact only with reports they have been assigned to by an Administrator.

For additional CMS users complete and return the workbook located [here](#).

### Fraud Report Recipients

CMS User Type (choose one)

Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/>   <input type="checkbox"/>
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/>   <input type="checkbox"/>
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/>   <input type="checkbox"/>
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/>   <input type="checkbox"/>

### HR Report Recipients

☐ check if same as above

CMS User Type (choose one)

Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/>   <input type="checkbox"/>
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/>   <input type="checkbox"/>
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/>   <input type="checkbox"/>

**Compliance and Ethics Report Recipients**☐ check if same as above

CMS User Type (choose one)

Name	Title	Administrator or Investigator	
Email Address	Phone	<input type="checkbox"/>	<input type="checkbox"/>
Name	Title	Administrator or Investigator	
Email Address	Phone	<input type="checkbox"/>	<input type="checkbox"/>
Name	Title	Administrator or Investigator	
Email Address	Phone	<input type="checkbox"/>	<input type="checkbox"/>

**Coverage in Canada**☐ Check if reports will be received from Quebec.**Alternate Routing Instructions**

If a recipient for reports above is named as an offender in a report you may provide alternate routing instructions here:

---

☐ Check if alternate routed reports should be designated as RESTRICTED in the CMS. This will bypass any auto-assign rules that are in place. When the report is uploaded, a CMS user with administrator status who is not named in the report will be given access. If there is only one administrator-level CMS user and they are named, or if all administrator-level users are named, the report will be designated CONFIDENTIAL in which case no one will have access to it in the CMS.



**ANNUAL NOTICE OF REGULAR MEETING SCHEDULE OF THE BOARD OF  
DIRECTORS OF THE UTAH COUNTIES INDEMNITY POOL**

**PUBLIC NOTICE** is hereby given that the 2020 Annual Meeting schedule of the Board of Directors of the Utah Counties Indemnity Pool is as follows:

Regular meetings of the Board of Directors of the Utah Counties Indemnity Pool will be held on the dates, at the times and at the location of 5397 S Vine Street, Murray, Utah unless otherwise changed by action of a quorum of the Board of Directors of the Utah Counties Indemnity Pool.

**TENTATIVE REGULAR MEETING DATES FOR 2020**

February 20, 12:30 p.m.  
April 16, 12:30 p.m.  
June 18, 12:30 p.m.  
August 20, 12:30 p.m.  
October 15, 12:30 p.m.  
December 17, 12:30 p.m.

A regular meeting may be canceled without notice by action of a quorum of the Board of Directors. When, because of unforeseen circumstances, it is necessary for the Board of Directors to hold an emergency meeting to consider matters of an emergency or urgent nature, the best notice practicable shall be given. No such emergency meeting of the Board of Directors shall be held unless an attempt has been made to notify all of the members of the Board of Directors and there is a majority vote in the affirmative to hold the meeting.

All regular meetings of the Board of Directors shall be open to the public unless closed by the Board of Directors in the manner described in §52-4-2, Utah Code Annotated, 1953 as amended, and, for a purpose described in §52-4-2, Utah Code Annotated, 1953 as amended.

ADOPTED AND APPROVED THIS 19 DAY OF December, 2019.

BOARD OF DIRECTORS,  
UTAH COUNTIES INDEMNITY POOL

\_\_\_\_\_  
Bruce Adams, President







# AGRiP Governance Conference 2020

Starts: Mar 1, 2020 9:00 AM (ET)

Ends: Mar 4, 2020 12:00 PM (ET)

## CONFERENCE OVERVIEW

AGRiP's Governance Conference brings together top pooling executives, governing body members and senior management to problem-solve and collaborate on shared industry challenges.

This year's Governance Conference will be in **Orlando, FL, from March 1 to 4 at the Hyatt Regency Orlando.**

Attendees will choose from a range of educational sessions grouped into three learning paths. A selection of sessions appears below.

### Governance

- Preparing for [executive leadership succession](#)
- The critical relationship between [a pool's CEO and governing body](#)
- Using [advisory groups](#) to foster meaningful engagement, test ideas, garner insight and inform decision-making

### Leadership

- Using an [enterprise risk management \(ERM\) approach](#) to implement and document risk-based decisions
- How to attract and retain employees and become an [employer of choice](#)

### Hot Topics

- How shifting expectations of reinsurance and excess carriers will require [changes and updates to cyber coverage language](#) for public entities
- How modest [investment in site sensor technology](#) can mitigate property damage
- Using [robotic technology and automation](#) to elevate member services
- Leveraging [member recognition programs](#) to improve local public entity decisions and build relationships with pool members



**GOVERNANCE  
CONFERENCE 2020**

MARCH 1-4, ORLANDO, FL

ENERGIZING THE POWER  
OF LEADERSHIP

ASSOCIATION OF GOVERNMENTAL RISK POOLS

Download to Your Calendar



# Entity: Utah Counties Indemnity Pool

## Body: Board of Directors

<b>Subject:</b>	Administrative Services
<b>Notice Title:</b>	Board of Directors Meeting
<b>Meeting Location:</b>	6223 S State Murray 84107
<b>Event Date &amp; Time:</b>	December 19, 2019 December 19, 2019 02:30 PM
<b>Description/Agenda:</b>	Open Meeting, Pledge of Allegiance, Welcome New Board Member Recess for Public Hearing on the UCIP 2020 Budget Reconvene Board Member Oath of Office Review/Excuse Board Members Absent Review/Approve COLA and Merit Changes Ratify 2020 Contributions Review/Approve 2020 Final Budget Review/Approve October 24, 2019 Meeting Minutes Elect Officers of the Board Appoint Board Members to Committees of the Board Ratification/Approval of Payments and Credit Card Transactions Review/Approve Bylaws Coverage Addendum Amendments Review/Approve Audit Engagement Letter-Audit Committee Report Review/Approve Reinsurance Renewal Review/Approve Crime Renewal Review/Approve Workers Compensation Renewal Review/Approve LocalGovU Renewal Review/Approve HCA Contract Renewal Review/Approve County Related Entities Membership Review/Approve Electronic Meeting Policy Review/Approve Statewide Fraud Reporting Program Set Date, Time and Place of Regular Meetings for 2020 Set Date and Time for Closed Meeting to Discuss Character, Professional Competence, Physical/Mental Health of an Individual

Action on Personnel Matters  
Set Date and Time for Closed Meeting to Discuss  
Pending or Reasonably Imminent Litigation  
Action on Litigation Matters  
Presentation of Award of Recognition of Service to  
UCIP  
Investment Report Zions Capital Advisors  
Chief Executive Officer's Report  
Other Business

---

**Notice of Special  
Accommodations:**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sonya White at the Utah Counties Indemnity Pool, 5397 S Vine St, Murray, UT 84107-6757, or call 801-565-8500, at least three days prior to the meeting.

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**Notice of Electronic or  
telephone participation:**

Any Member of the Utah Counties Indemnity Pool Board of Directors may participate telephonically.

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**Other information:**

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**Contact Information:**

Sonya White  
(801)307-2113  
sonya@ucip.utah.gov

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**Posted on:**

December 17, 2019 01:10 PM

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**Last edited on:**

December 17, 2019 01:10 PM

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Printed from Utah's Public Notice Website (<http://pmn.utah.gov/>)

# UTAH COUNTIES INDEMNITY POOL REVIEW

*December 19, 2018*

Scott Burnett  
Director of Fixed Income  
Scott.Burnett@zionswm.com  
801.844.7740

**ZIONS**  
CAPITAL ADVISORS







# UTAH COUNTIES INDEMNITY POOL- ACCOUNT SUMMARY

<u>Account Name</u>	<u>Account Number</u>	<u>12/18/2019 Market Value</u>
UCIP	8913870	\$ 2,251,165.48



# Market Information



**ZIONS**  
CAPITAL ADVISORS





# MARKET UPDATE

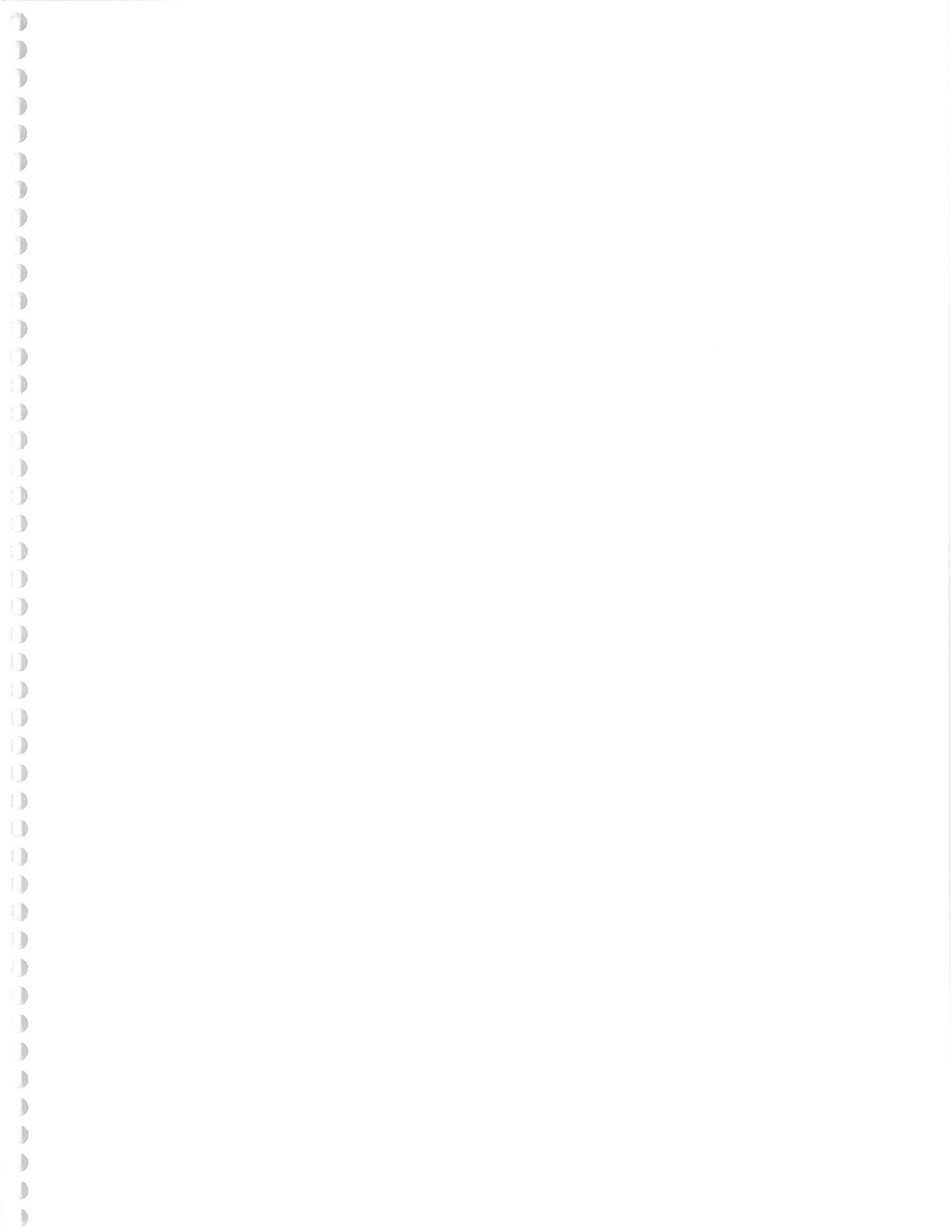
## Next FED Meeting: 1-29-20

### Notes from most recent FED meeting 12-11-19

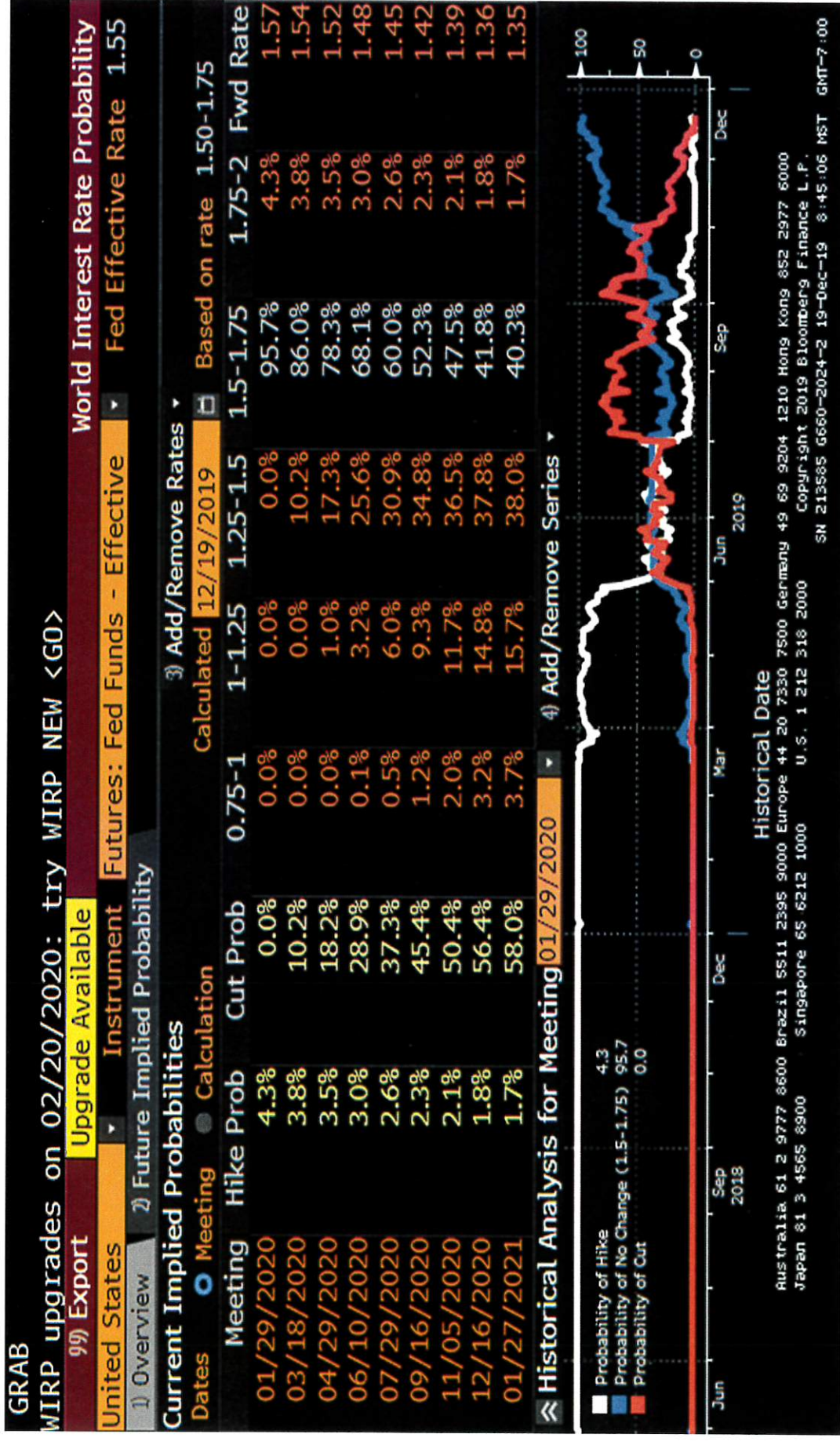
- Labor Market remains strong
- Job gains have been solid, on average, in recent months & the unemployment rate remained low
- Economic activity is rising at a moderate rate
- Household spending has been rising at a strong pace
- Business fixed investment and exports remain weak
- On a 12-month basis, overall inflation and inflation for items other than food and energy are running below 2 percent
- Market-based measures of inflation compensation remain low
- Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee decided. The Committee judges that the current stance of monetary policy is appropriate to support sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective. In determining the timing and size of future adjustments to the target range for the federal funds rate, the Committee will assess realized and expected economic conditions relative to its maximum employment objective and its symmetric 2 percent inflation objective.
- to maintain the target range for the federal funds rate to 1-1/2 to 1 3/4 percent
- The Committee will continue to monitor the implications of incoming information for the economic outlook, including global developments and muted inflation pressures, as it assesses the appropriate path of the target for the Federal Funds Rate
- Unemployment Rate: 3.5% 12-6-19
- Underemployment rate: 6.9%
- Change in non-farm payrolls +254,000
- Labor force participation rate 63.2%

### Market Concerns:

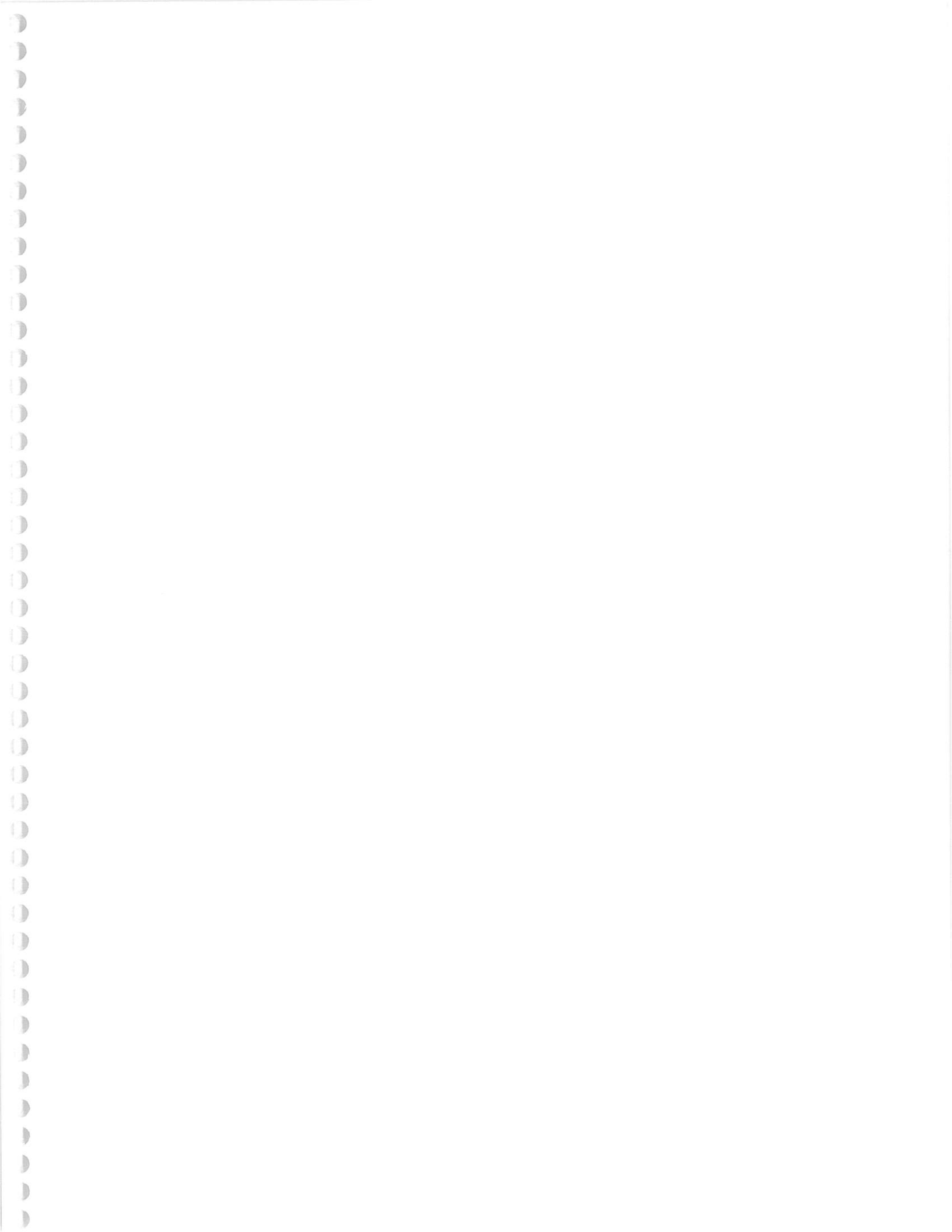
- Trade negotiations with China
- Gridlock in Washington
- Shape of yield curve -



# FED FUNDS FUTURES

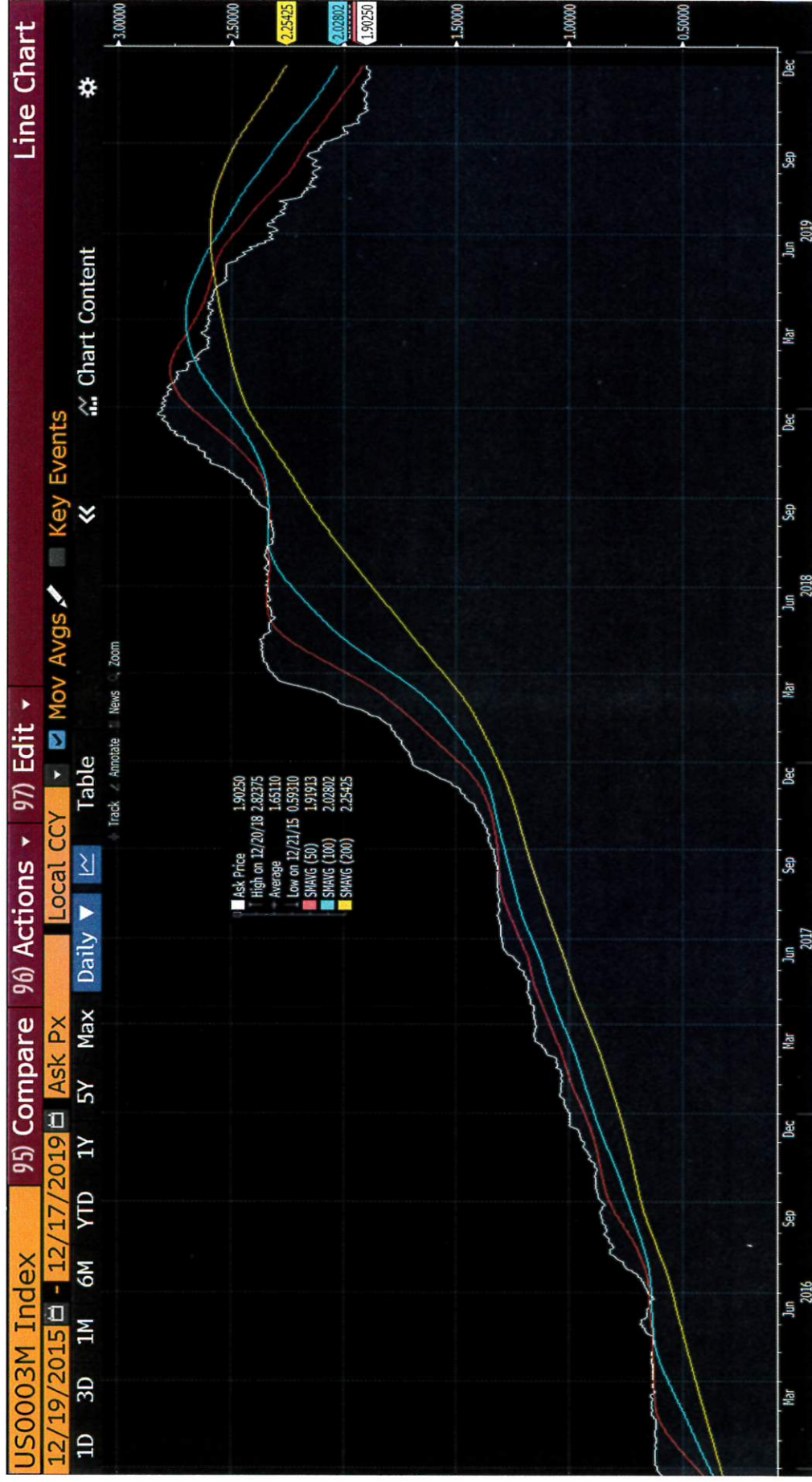


Source: Bloomberg LP





# 3 MONTH LIBOR



Source: Bloomberg LP





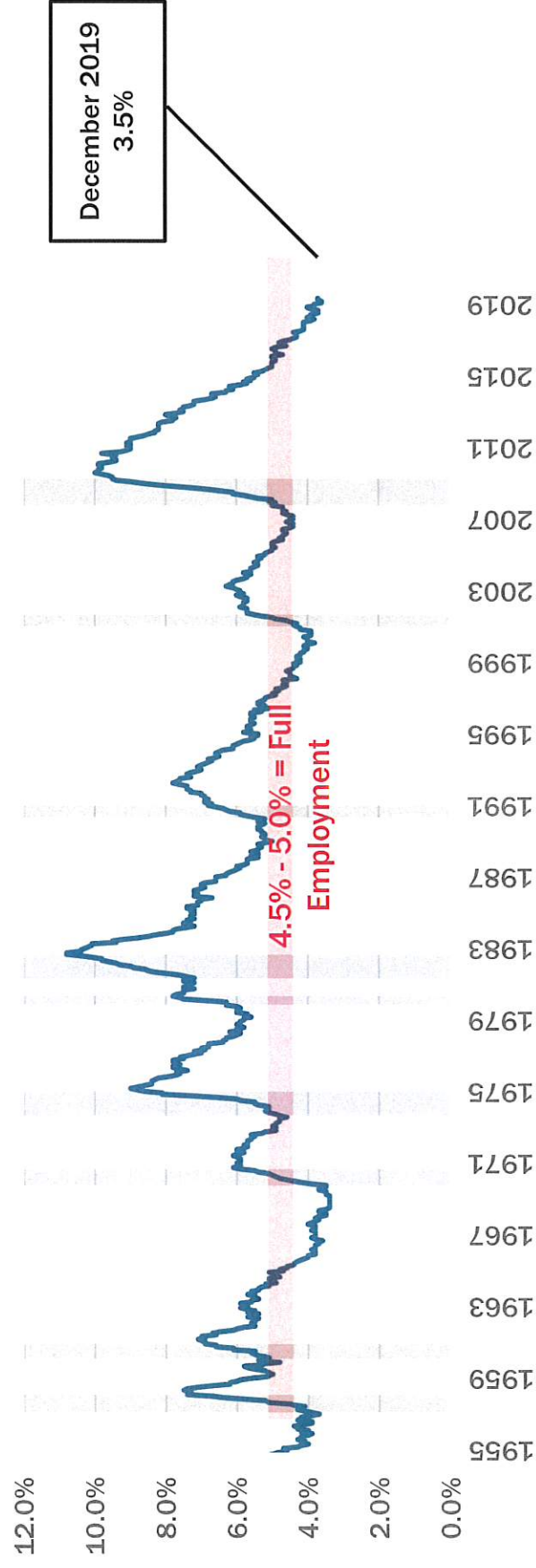
# WORLD BOND YIELDS

Maturity	5 Year		RMI	Security	Price	Chg	Yld
Region							
1) Americas							
10) United States			[ ]	T 1 ½ 11/24	98-29	+ 00 ¼	1.732
11) Canada			[ ]	CAN1 ¾ 09/24	99.114	+0.006	1.697
12) Mexico (USD)			[ ]	MEX 3.6 01/25	104.728	-0.197	2.604
2) EMEA							
19) United Kingdom			[ ]	UKT1 04/22/24	101.689	-0.172	0.605
20) France			[ ]	FRTR 0 03/25	101.759	-0.099	-0.331
21) Germany			[ ]	OBL0 10/18/24	102.490	-0.108	-0.509
22) Italy			[ ]	BTPS 0.35 25	98.283	-0.283	0.693
23) Spain			[ ]	SPGB 0 ¼ 24	101.492	-0.105	-0.073
24) Portugal			[ ]	PGB5.65 02/24	124.030	-0.180	-0.125
25) Sweden			[ ]	SGB1 ½ 11/23	106.991	-0.113	-0.285
26) Netherlands			[ ]	NETHER2 07/24	111.394	-0.113	-0.466
27) Switzerland			[ ]	SWISS 1 ¼ 24	108.860	-0.104	-0.696
28) Greece			[ ]	GGB3.45 04/24	112.761	-0.479	0.431
3) Asia/Pacific							
29) Japan			[ ]	JGB 0.1 09/24	100.957c	-0.094	-0.101
30) Australia			[ ]	ACGB 2 ¾ 24	107.926c	-0.325	0.879
31) New Zealand			[ ]	NZGB 2 ¾ 25	107.435c	-0.207	1.297
32) South Korea			[ ]	KTB1 ¾ 09/24	100.142c	-0.095	1.427
33) China			[ ]	CGB2.94 10/24	99.849c	+0.041	2.973

**Source: Bloomberg LP**



# US UNEMPLOYMENT RATE NEAR LOWEST LEVEL IN 50 YEARS



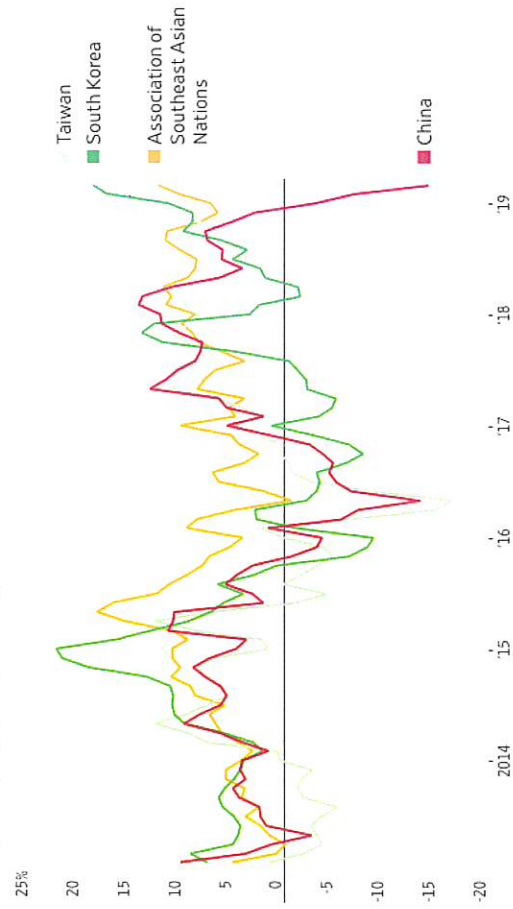
Source: U.S. Bureau of Labor Statistics





# Trade War Impacts

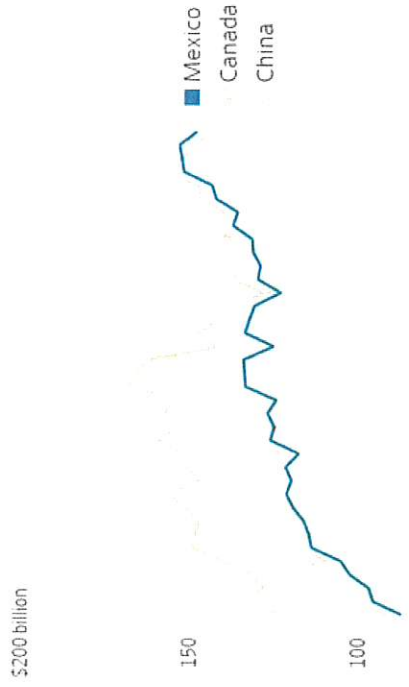
**Trading Places**  
U.S. imports by origin, change from a year earlier



Note: All figures 3 month moving averages  
Source: CEIC

Mexico for the first time passed China to become the U.S.'s biggest trading partner on a quarterly basis.

**U.S. bilateral trade by quarter**

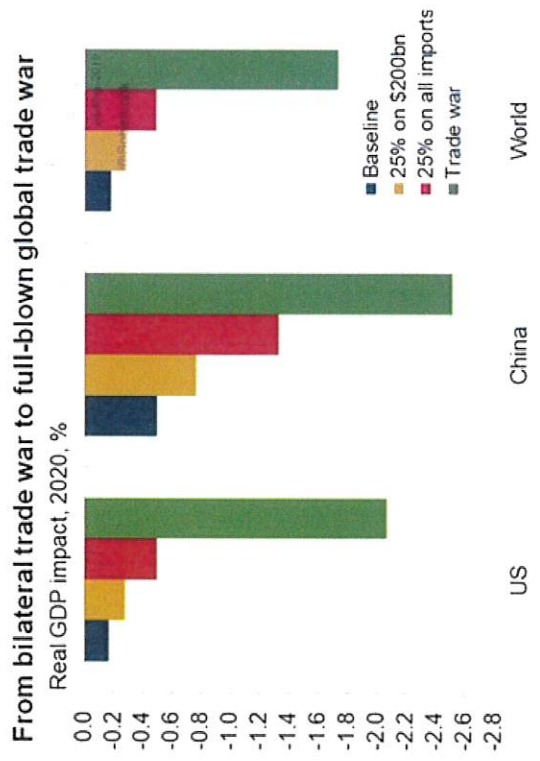


Source: U.S. Census



# Trade War Impacts

4. What happens in a "full-blown" global trade war scenario?

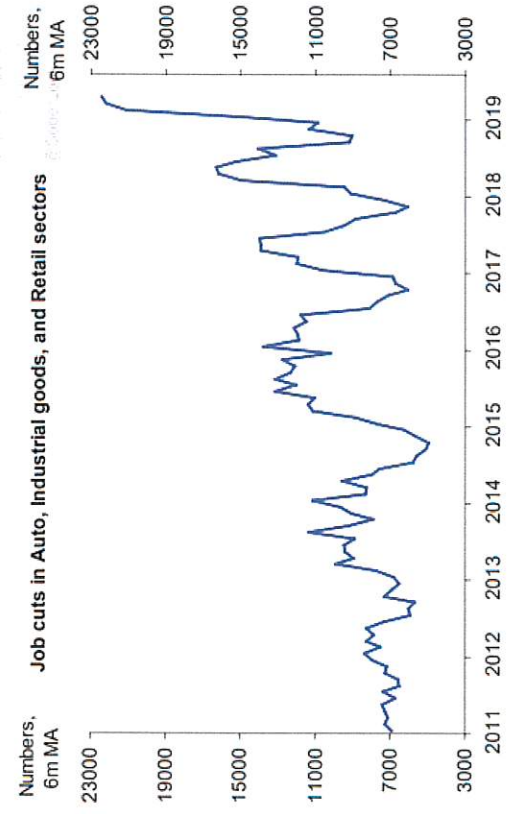


Source : Oxford Economics

Source: [@GregDaco, @OxfordEconomics](#)



Announced job cuts in sectors impacted by trade war

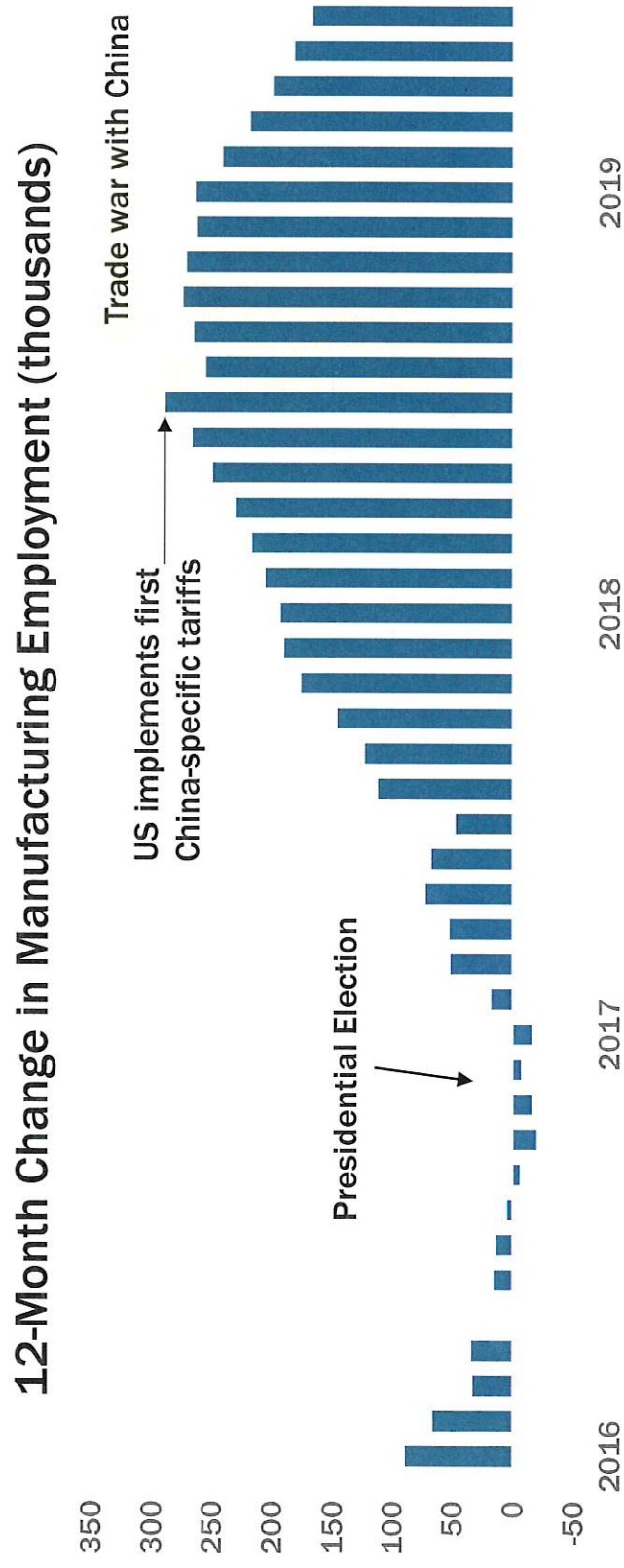


Source: Challenger, Gray & Christmeyer, Haver Analytics, DB Global Research

Deutsche Bank Research    Torsten Slok, [torsten.slok@db.com](mailto:torsten.slok@db.com) +1 212 250-2155    June 2019



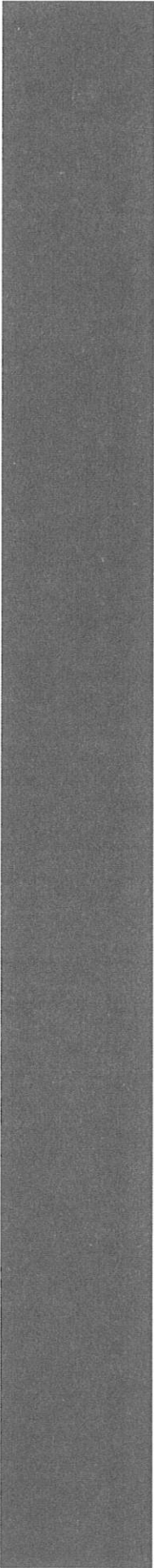
# MANUFACTURING EMPLOYMENT HIT SINCE TRADE WAR



Source: Bureau of Labor Statistics





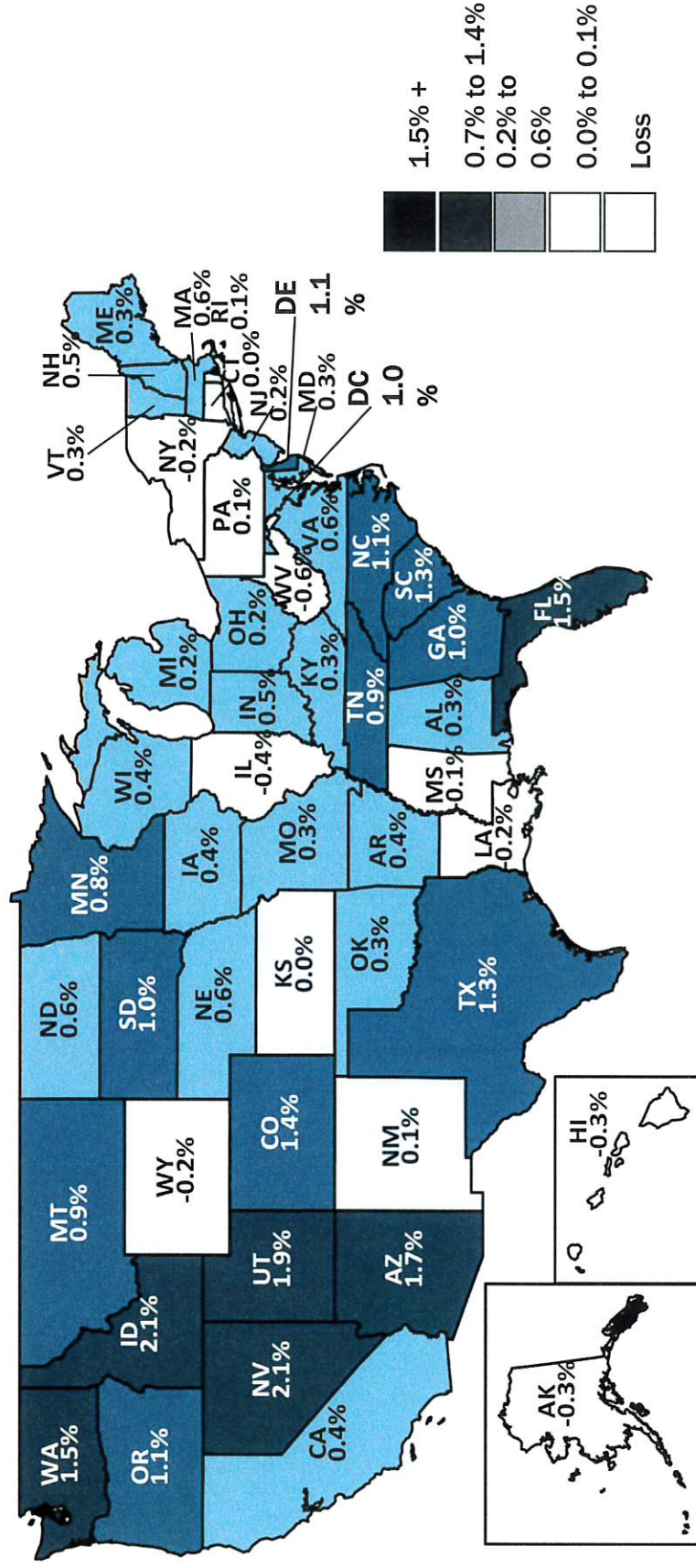


# Regional Economic Conditions



# Utah Population 3<sup>rd</sup> Fastest Growing in U.S.

Percent Change: 2017 to 2018  
U.S. Rate = 0.6%



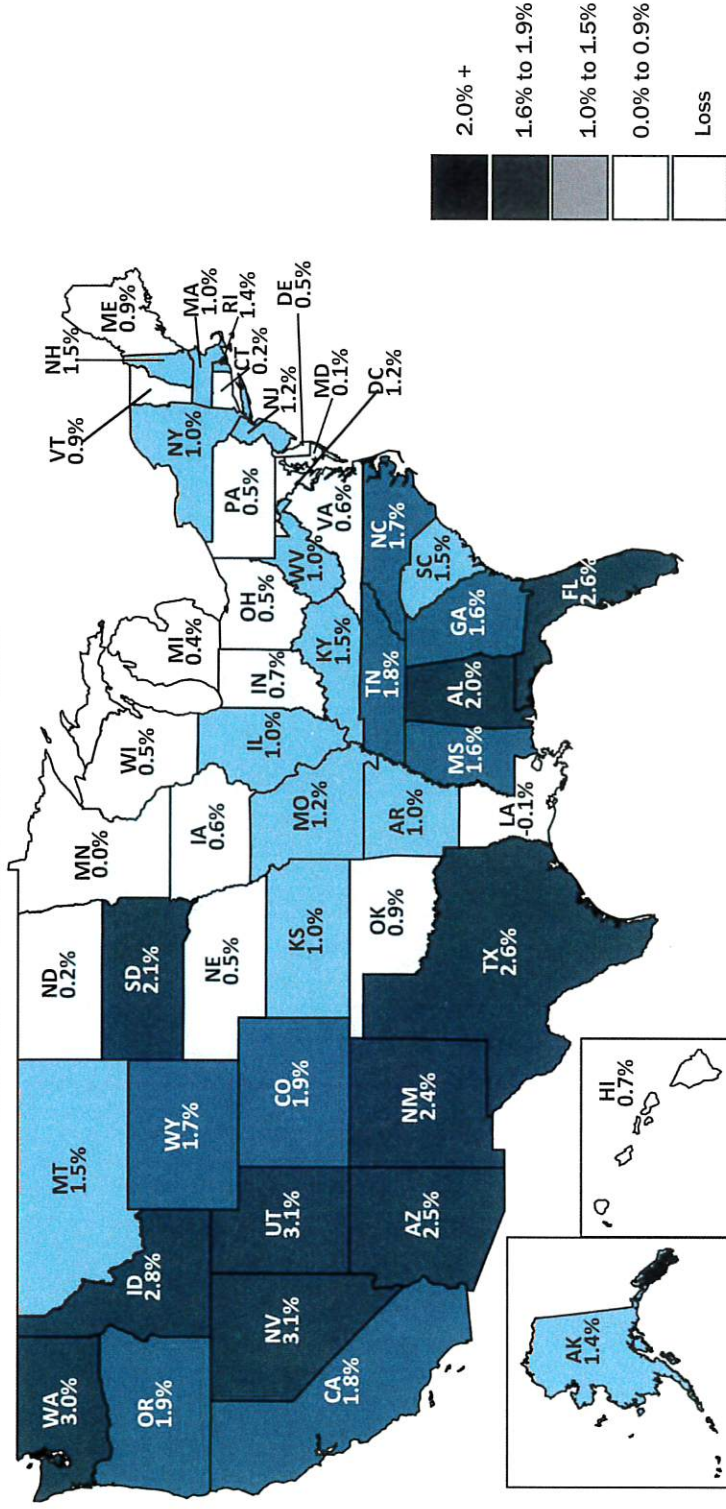
Source: U.S. Census Bureau





# UTAH EMPLOYMENT GROWTH **HIGHEST** IN THE NATION

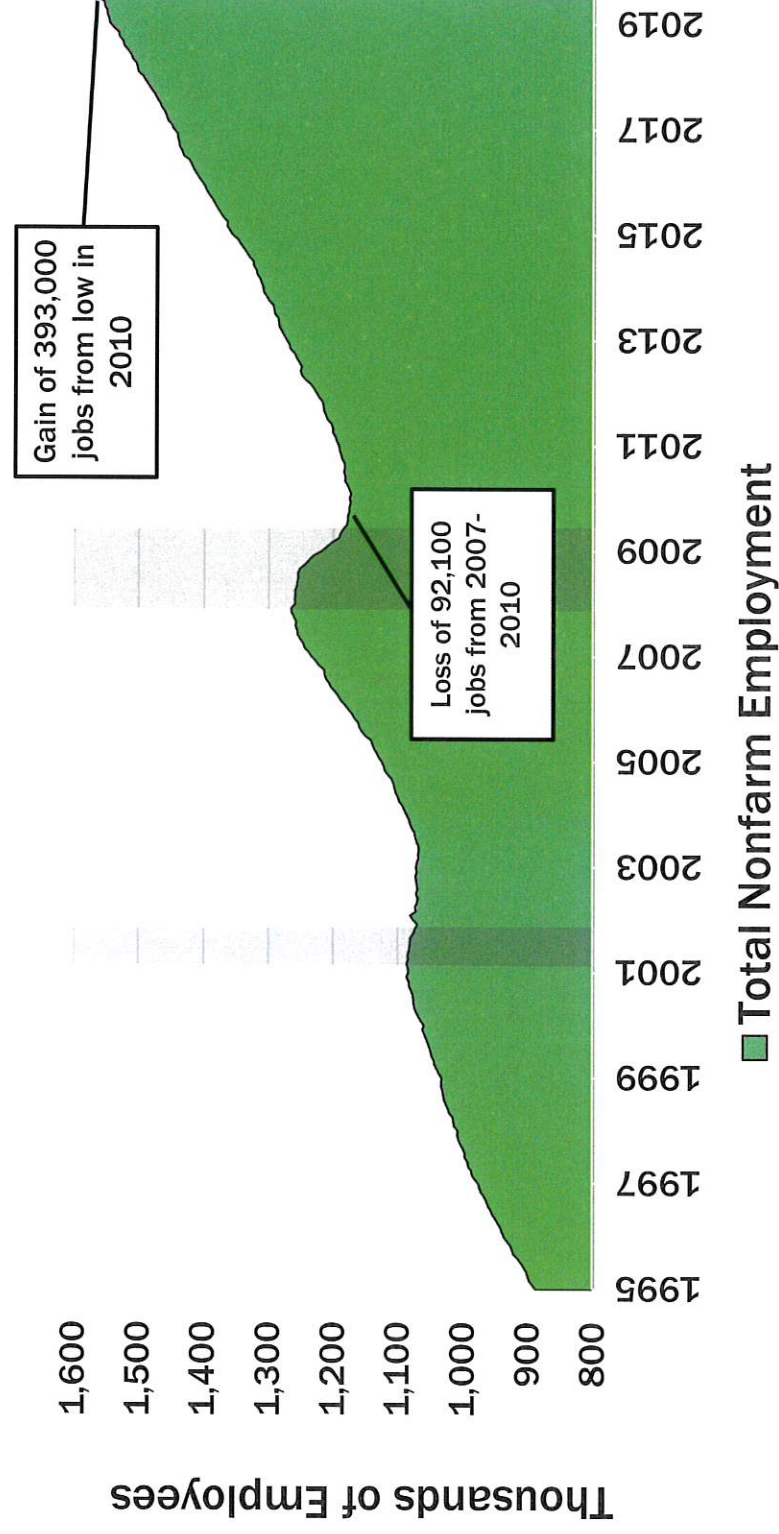
Percent Change in Employment for States: July 2018 to July 2019  
U.S. Rate = 1.5% UT Rate = 3.1%



Source: Bureau of Labor Statistics



# Utah Total Employment at New Highs



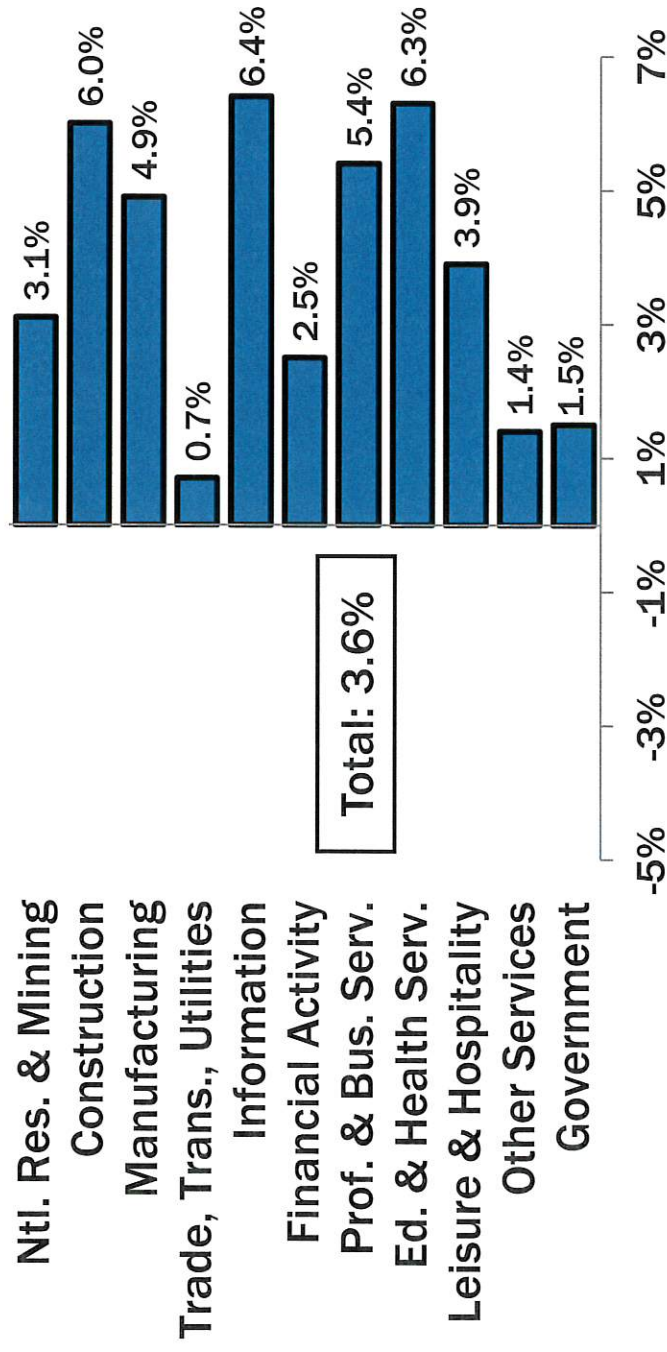
Source: U.S. Bureau of Labor Statistics  
 Note: Numbers rounded to nearest thousand





# All Utah Industries Seeing Growth

Percent Change in Utah Employment by Industry: July 2018 to July 2019



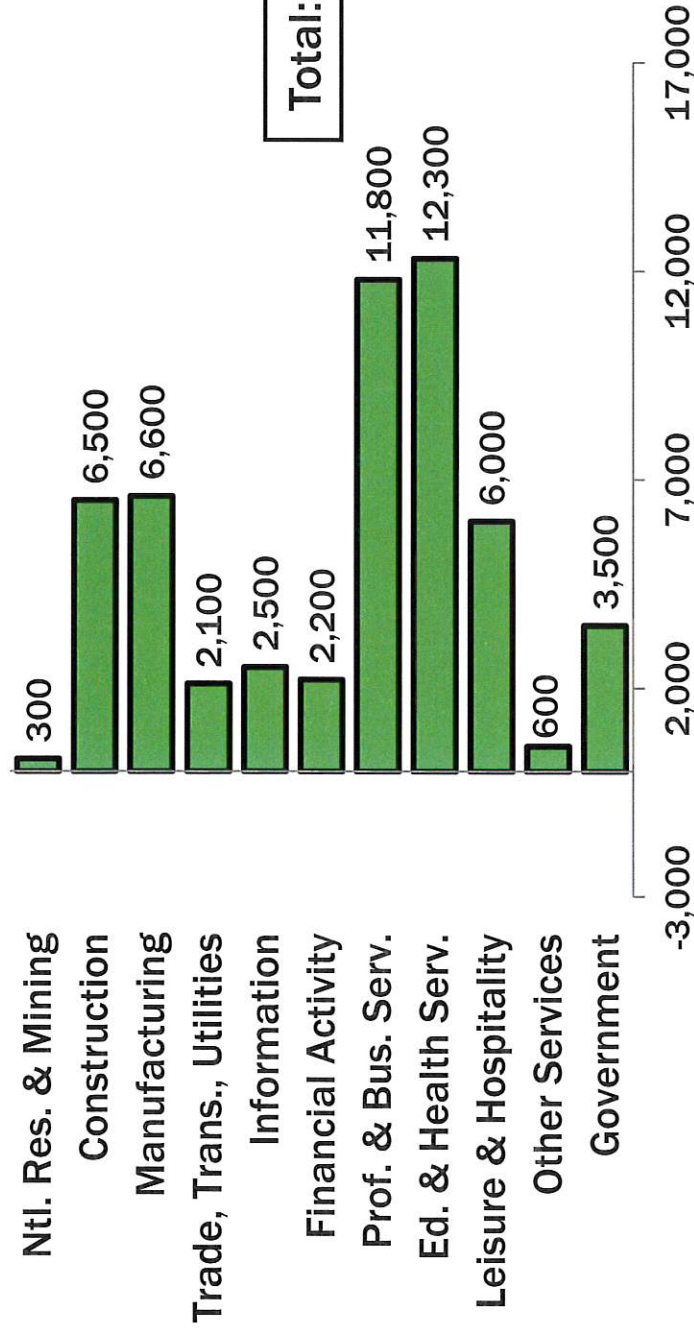
Source: Utah Department of Workforce Services





# All Utah Industries Seeing Growth

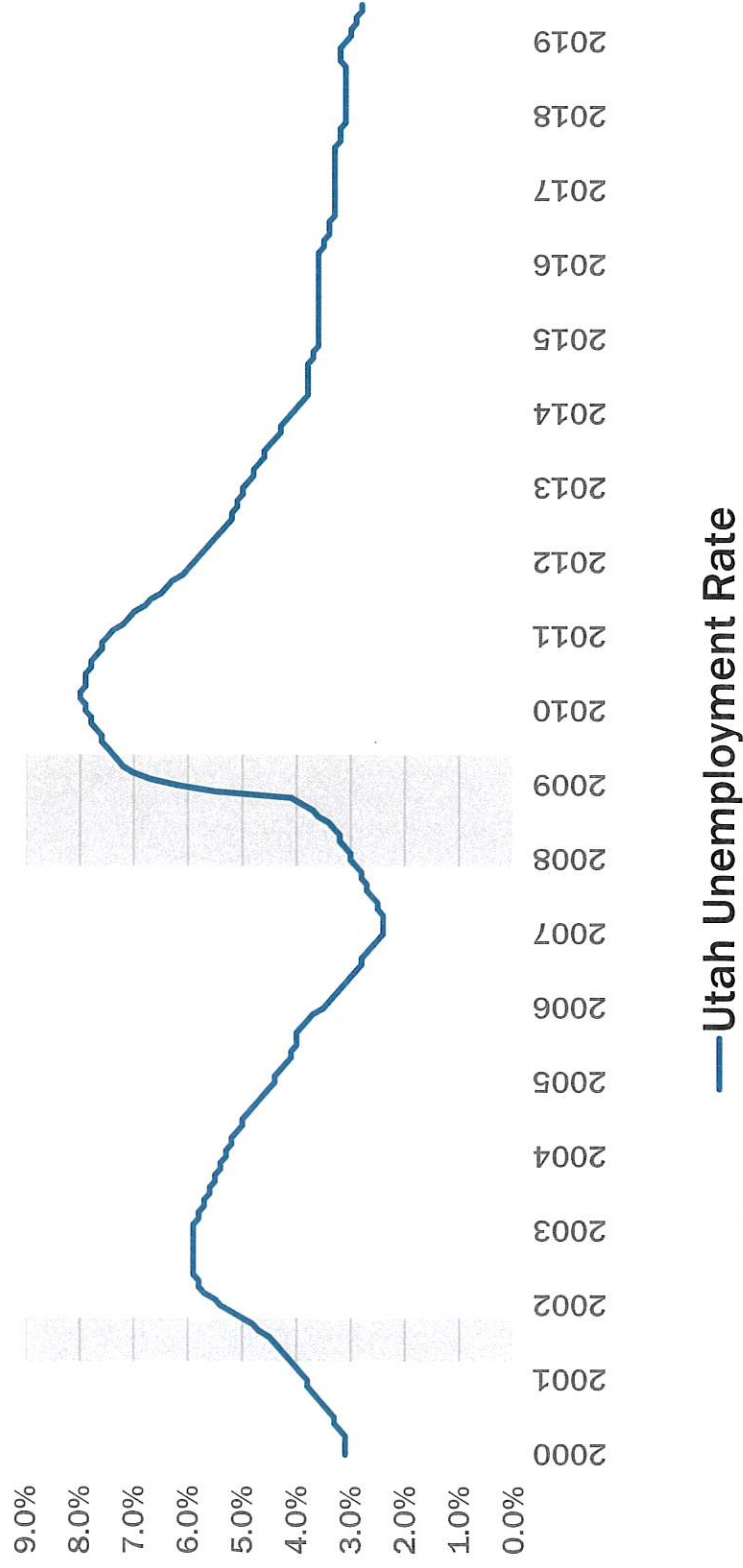
Total Change in Utah Employment by Industry: July 2018 to July 2019



Source: Utah Department of Workforce Services



# UTAH'S UNEMPLOYMENT RATE IS THE LOWEST SINCE 2007

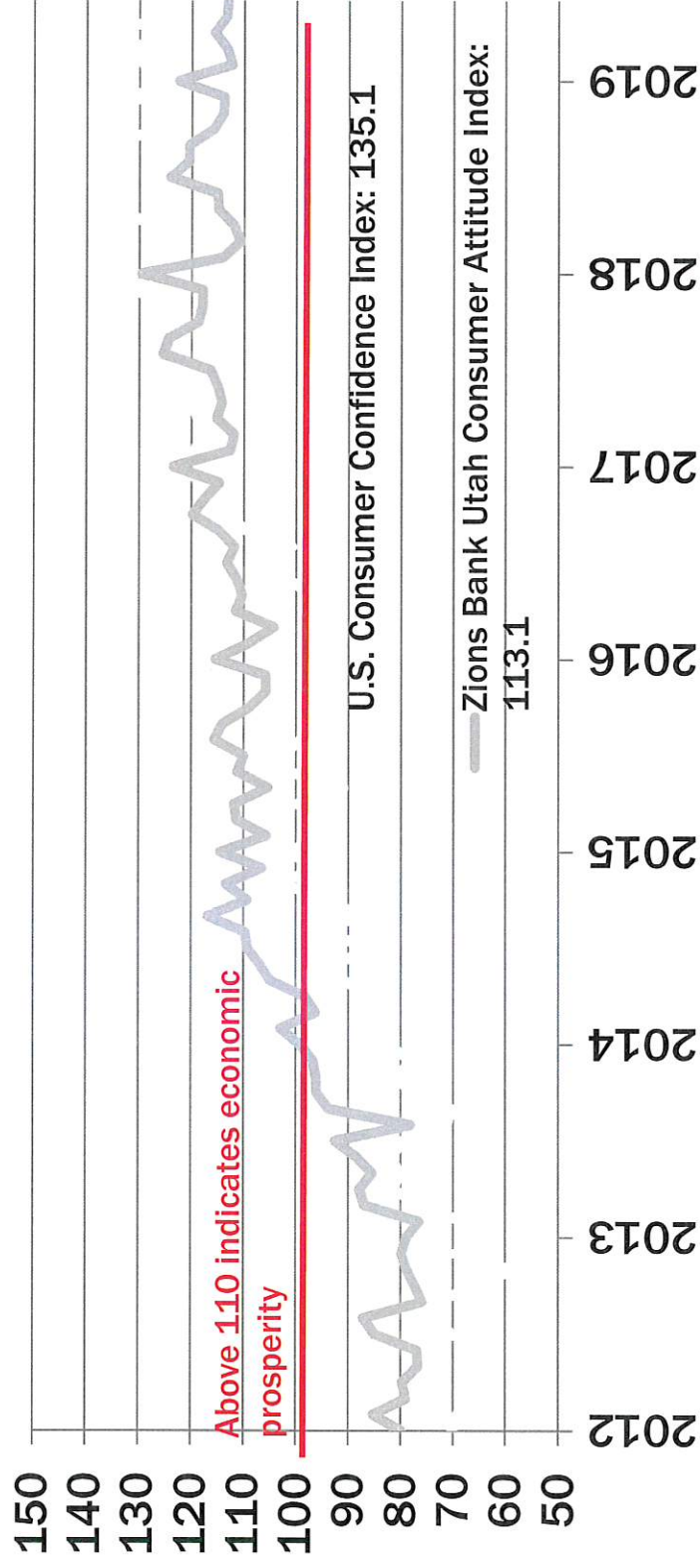


Source: Bureau of Labor Statistics





## UTAH CONSUMER SENTIMENT LOWER THAN US



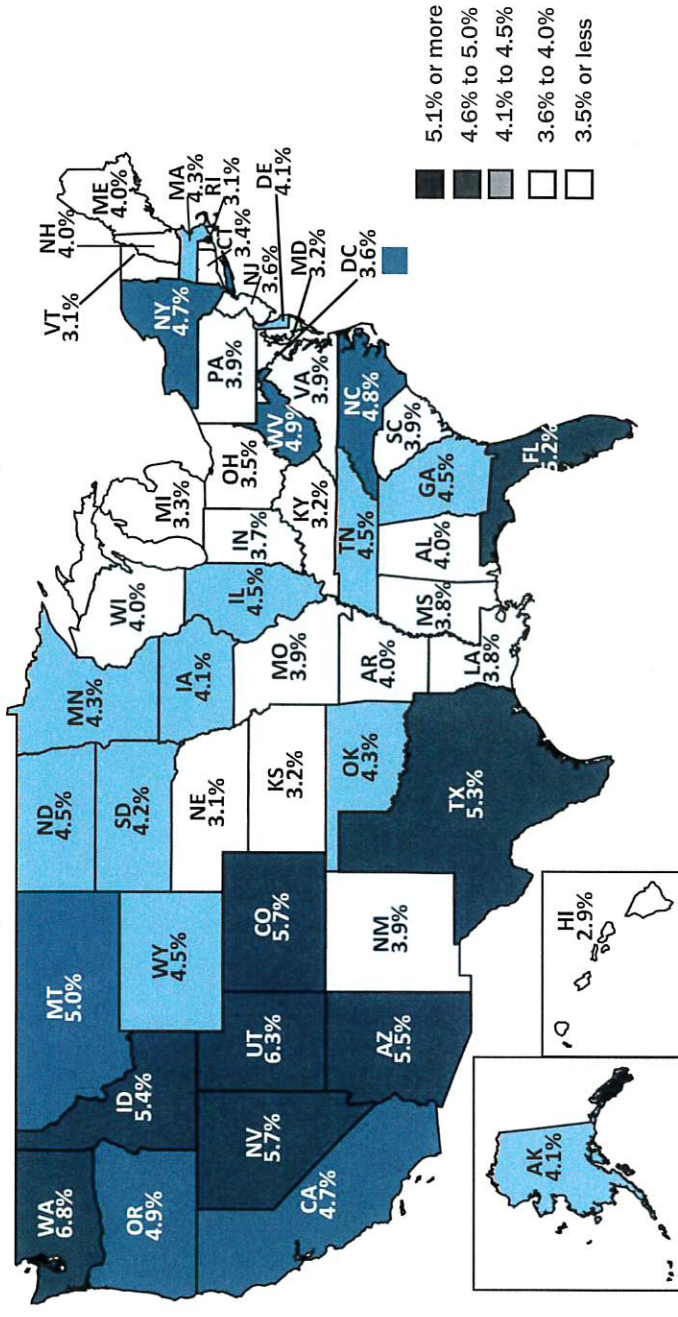
Sources: Conference Board and Cicero Group



UTAH PERSONAL INCOME GROWTH  
2ND HIGHEST IN THE NATION

### Percent Change in Personal Income : 2017 - 2018

U.S. = 4.5%, UT = 6.3% ID = 5.4% WY = 4.5%

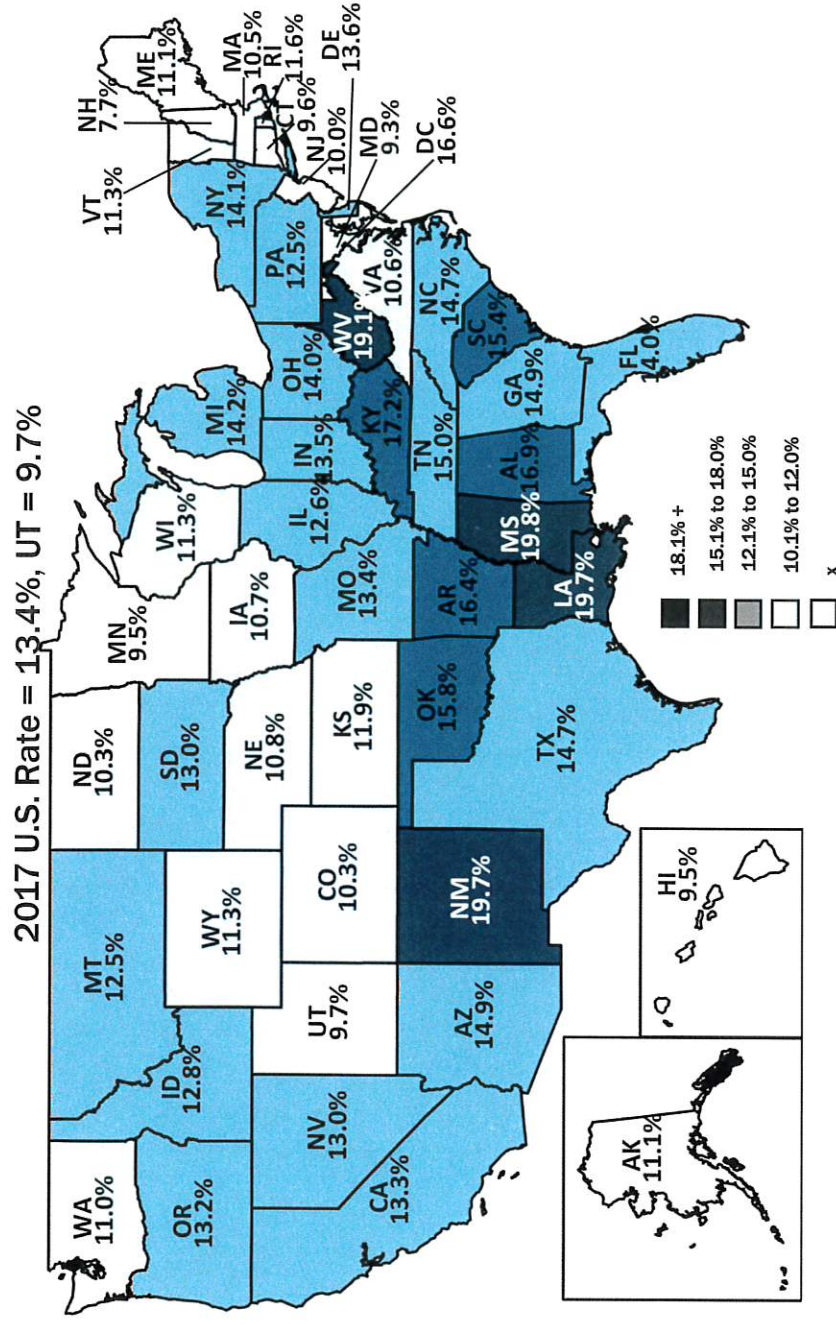


**Source: Bureau of Labor Statistics**



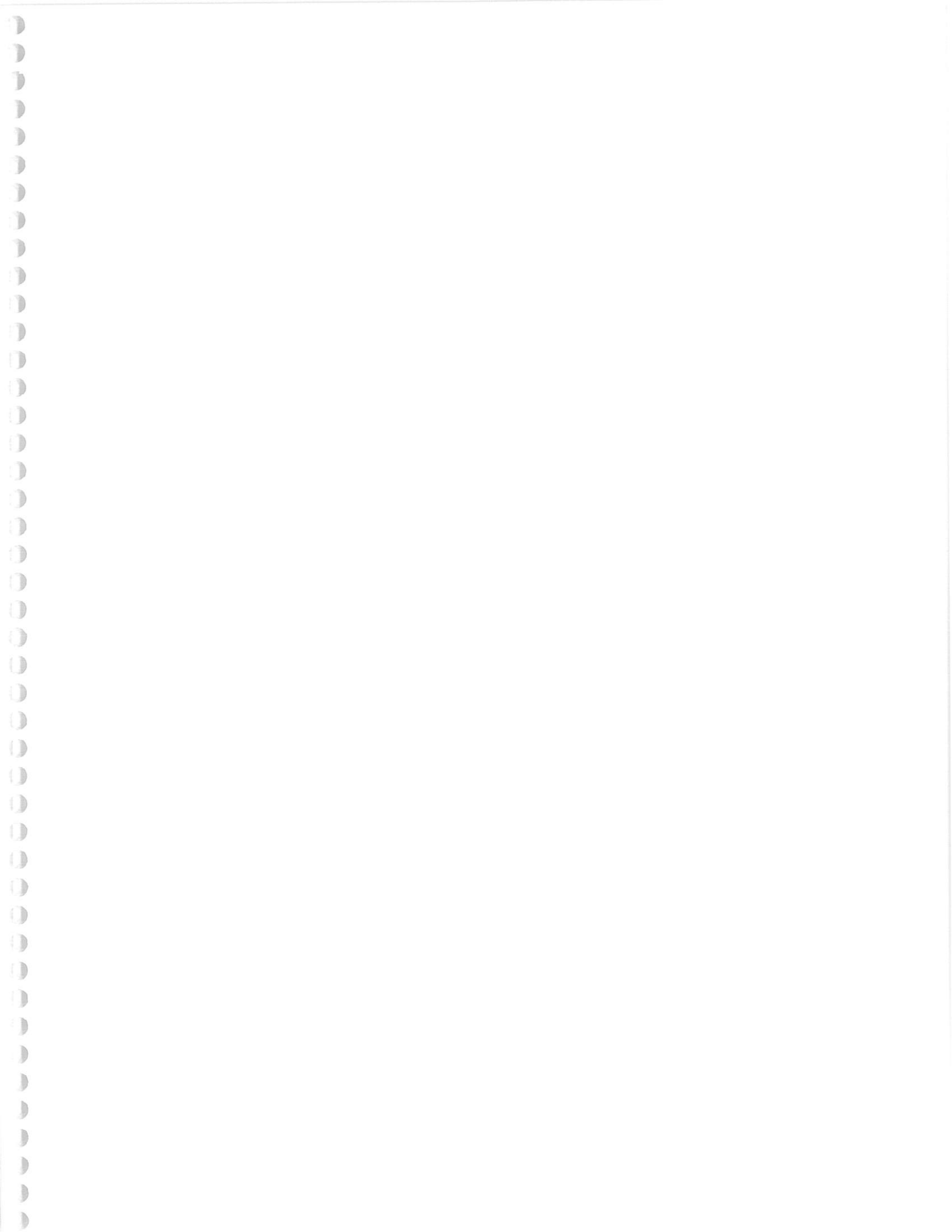


# Utah has the 6<sup>th</sup> Lowest Poverty Rate

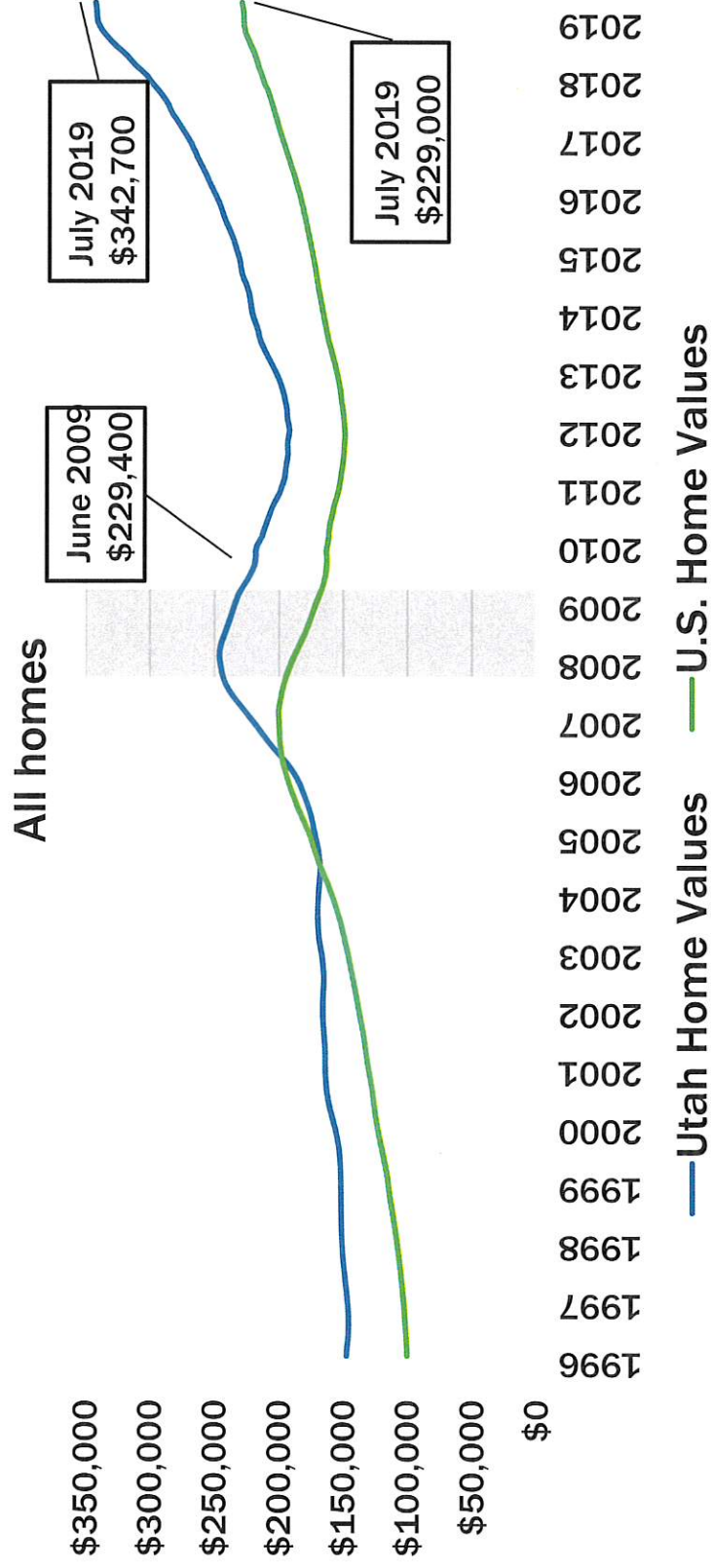


Source: Bureau of Labor Statistics





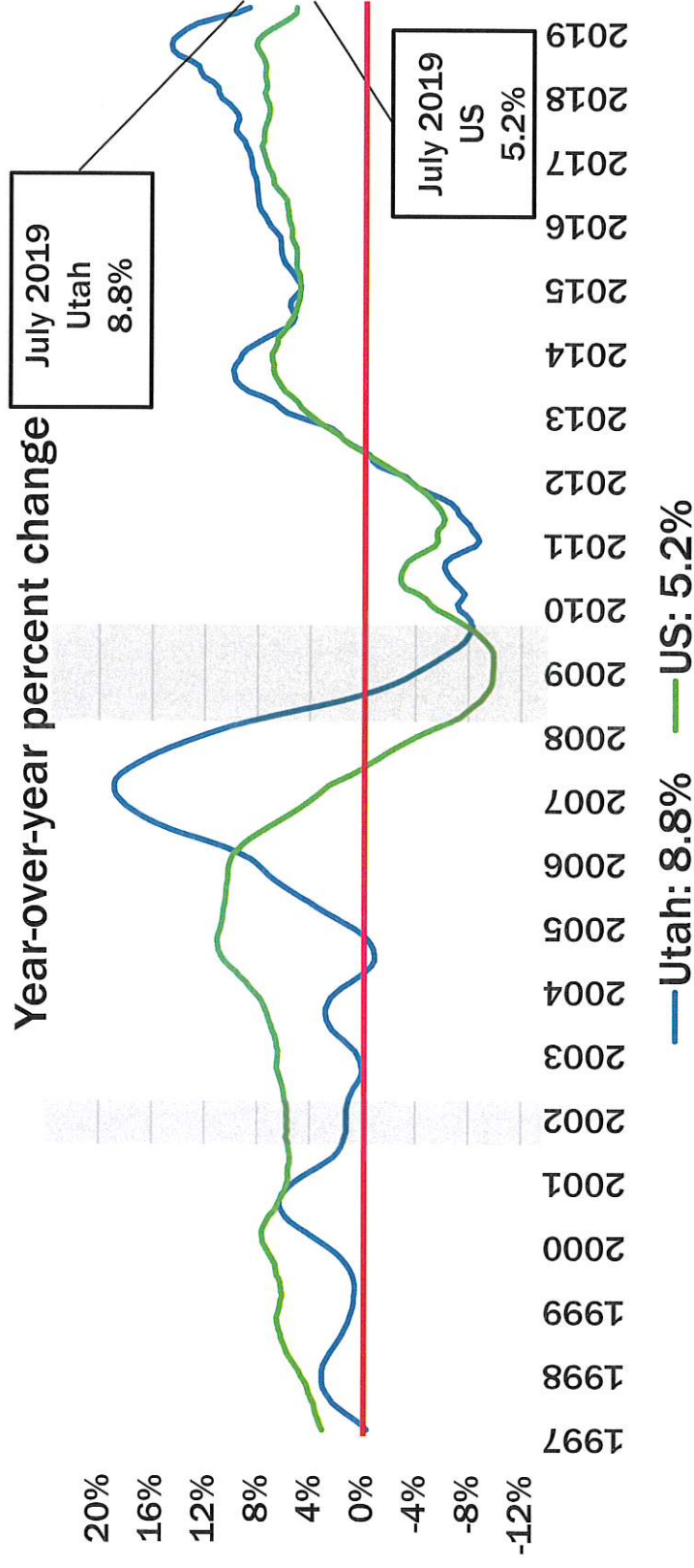
# UTAH HOME VALUES



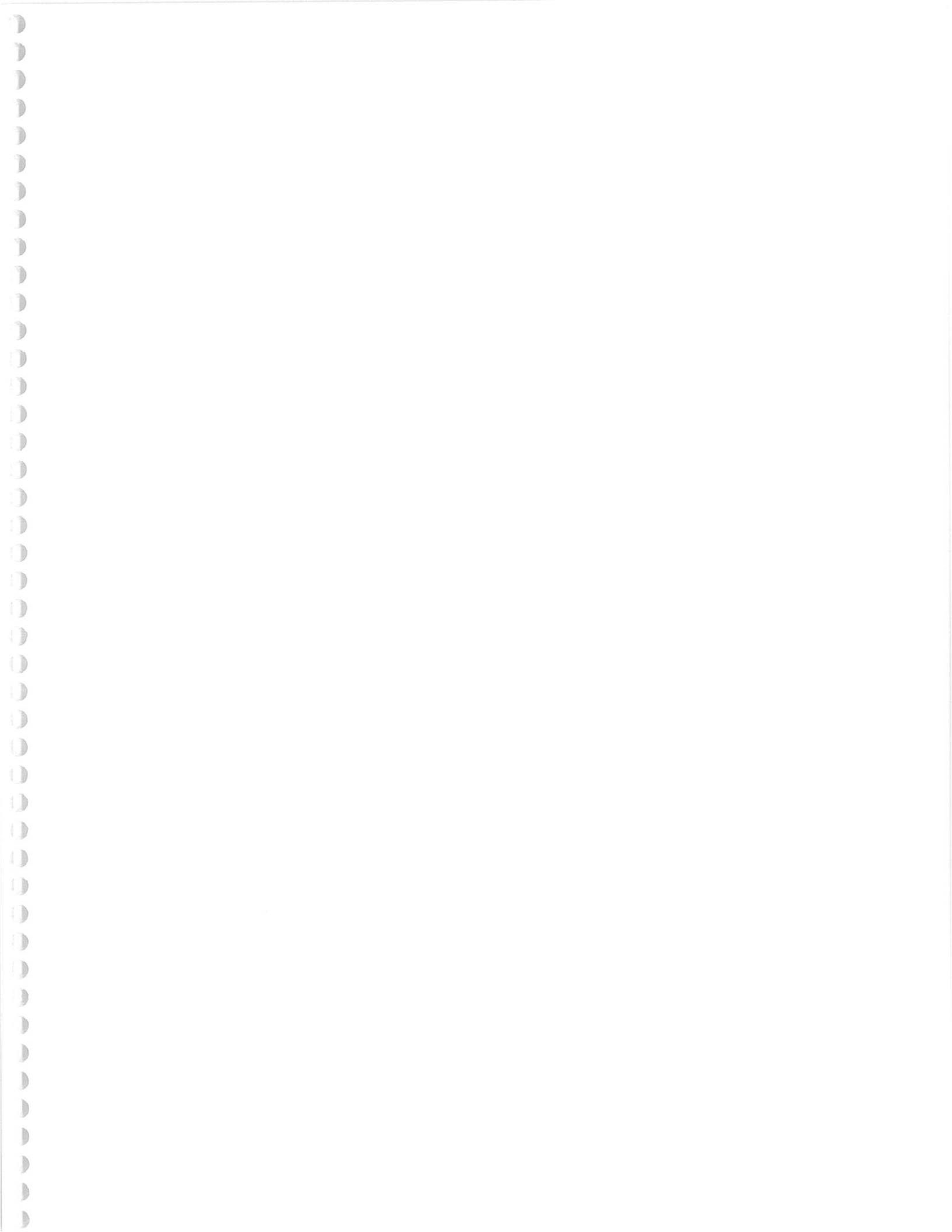
Source: Zillow Research



# UTAH HOME VALUE APPRECIATION IS MODERATING



Source: Zillow Research





# Economic Summary

- ↓ National and international uncertainty
- ↑ US economic expansion longest in US history
- ↑ Job growth above expectations
- ↓ Wage growth and inflation continue to disappoint
- ↑ Labor productivity looking good
- ↓ Manufacturing activity and trade wars drag on growth
- ↔ Interest rates
- ↑ Regional employment growth remains strong
- ↓ Labor shortages in the West are becoming more pronounced



# Utah Counties Indemnity Pool Balance Sheet Classification



**ZIONS**  
CAPITAL ADVISORS



# BS Class Grouped by Security Type

Base Currency: USD As of 12/18/2019

## ZWA-UCIP (23721)

Dated: 12/19/2019

Identifier	Description	Current Units	Rating	Coupon	Final Maturity	Effective Maturity	Yield	Book Yield	Base Net Total Unrealized Gain/Loss	Market Price	Book Value + Accrued	Base Accrued Balance	Base Market Value	Base Market Value + Accrued
654080001	UT ST TREASURER'S PUBLIC INV POOL A	1,294,636.13	NA	2.365	12/18/2019	12/18/2019	2.365	2.365	0.00	1.0000	1,296,127.75	1,491.62	1,294,636.13	1,296,127.75
3134G94M6	FEDERAL HOME LOAN MORTGAGE CORP	100,000.00	AAA	1.350	02/24/2020	02/24/2020	1.675	1.350	-60.80	99.9392	100,431.25	431.25	99,939.20	100,370.45
41284VAA0	HARLEY-DAVIDSON FINANCIAL SERVICES INC	100,000.00	BBB+	2.395	05/21/2020	05/21/2020	2.179	2.874	295.20	100.1028	99,993.85	186.25	100,102.80	100,289.05
38143JUNU1	GOLDMAN SACHS GROUP INC	100,000.00	A-	3.078	10/29/2020	10/29/2020	2.747	2.621	-115.02	100.2721	100,814.64	427.52	100,272.10	100,699.62
17307OLD9	CITIGROUP FUNDING INC	100,000.00	A-	3.144	12/15/2020	12/15/2020	2.467	2.603	140.42	100.6666	100,552.38	26.20	100,666.60	100,692.80
064159LH7	BANK OF NOVA SCOTIA	100,000.00	AA	2.406	04/20/2021	04/20/2021	2.170	2.362	142.62	100.2440	100,495.68	394.30	100,244.00	100,638.30
05565EBD6	BMW US CAPITAL LLC	100,000.00	A+	2.405	08/13/2021	08/13/2021	2.322	2.408	89.06	100.1372	100,288.61	240.46	100,137.20	100,377.66
3134GAYU2	FEDERAL HOME LOAN MORTGAGE CORP	100,000.00	AAA	1.850	12/09/2021	12/09/2021	1.886	1.850	-70.00	99.9300	100,051.39	51.39	99,930.00	99,981.39
61746BEE2	MORGAN STANLEY	50,000.00	A-	3.146	01/20/2022	01/20/2021	2.246	2.990	352.63	100.9278	50,369.05	257.79	50,463.90	50,721.69
14040HBM6	CAPITAL ONE FINANCIAL CORP	100,000.00	BBB+	2.835	03/09/2022	02/09/2022	2.433	2.858	843.60	100.8793	100,114.45	78.75	100,879.30	100,958.05
654740BA6	NISSAN MOTOR ACCEPTANCE CORP	100,000.00	A-	2.651	07/13/2022	07/13/2022	2.624	2.765	23.87	99.8301	100,284.86	478.63	99,830.10	100,308.73
---	---	2,244,636.13	A+	---	07/22/2020	07/12/2020	2.327	2.397	1,641.58	---	2,249,523.90	4,064.15	2,247,101.33	2,251,165.48

\* Weighted by: Base Market Value + Accrued, except Book Yield by Base Book Value + Accrued.

\* Holdings Displayed by: Lot.





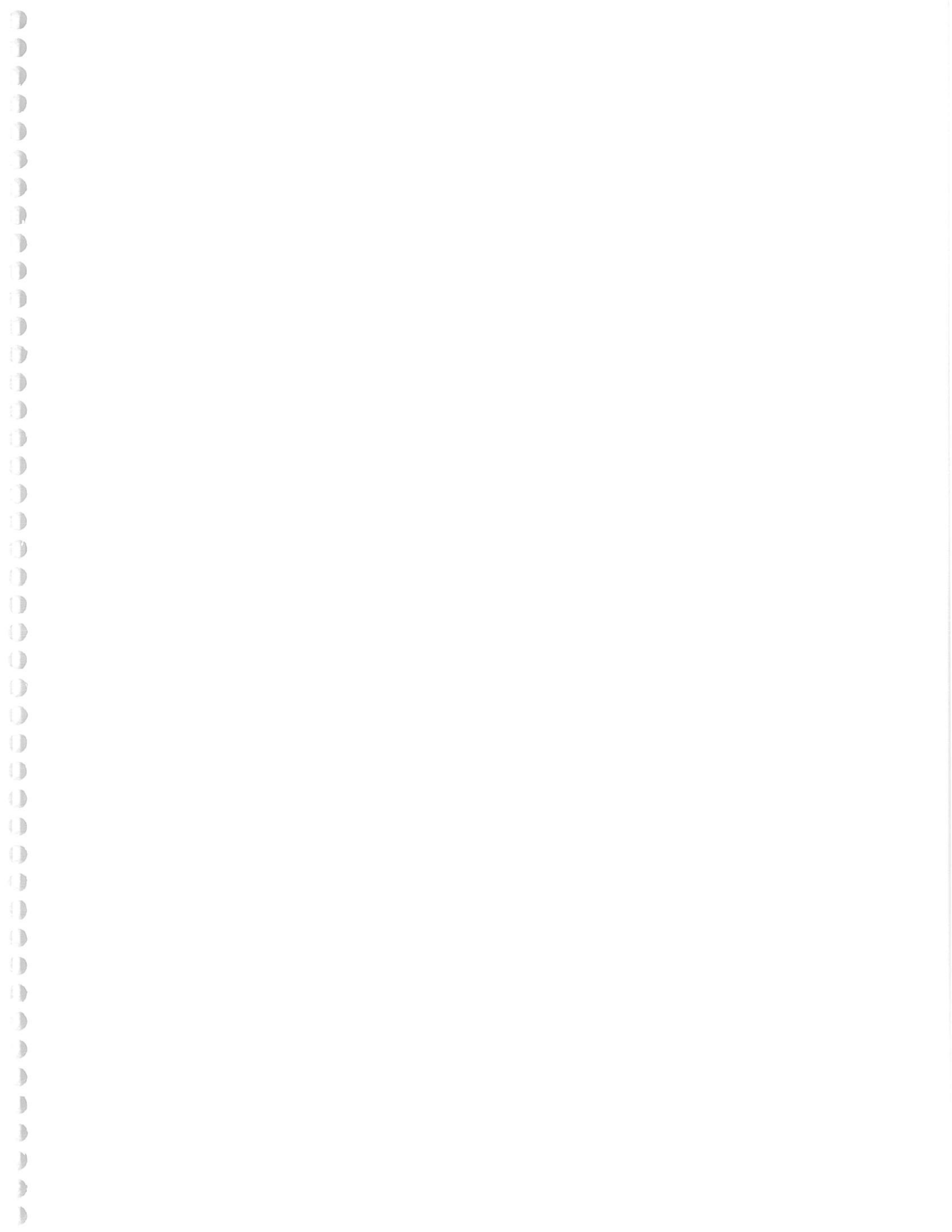




# Utah Counties Indemnity Pool Risk Summary



**ZIONS**  
CAPITAL ADVISORS





# Risk Summary

12/01/2019 - 12/18/2019

ZWA-UCIP (23721)  
Dated: 12/19/2019

## Balance Sheet

Book Value + Accrued	2,249,523.90
Net Unrealized Gain/Loss	1,641.58
Market Value + Accrued	2,251,165.48

## Cash and Fixed Income Summary

Risk Metric	Value
MMFUND	1,296,127.75
Fixed Income	955,037.73
Duration	0.086
Convexity	-0.042
WAL	0.567
Years to Final Maturity	0.593
Years to Effective Maturity	0.567
Yield	2.327
Book Yield	2.397
Avg Credit Rating	A+/A1/A+

## Issuer Concentration

Issuer Concentration	% of Base Market Value + Accrued
(654080001) UT St Treasurer's Public Inv Pool A	57.576%
Freddie Mac	8.900%
Capital One Financial Corporation	4.485%
The Goldman Sachs Group, Inc.	4.473%
Citigroup Inc.	4.473%
The Bank of Nova Scotia	4.470%
Bayerische Motoren Werke Aktiengesellschaft	4.459%
Nissan Motor Co., Ltd.	4.456%
Harley-Davidson, Inc.	4.455%
Morgan Stanley	2.253%

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100.000%

Footnotes: 1,2

## Asset Class

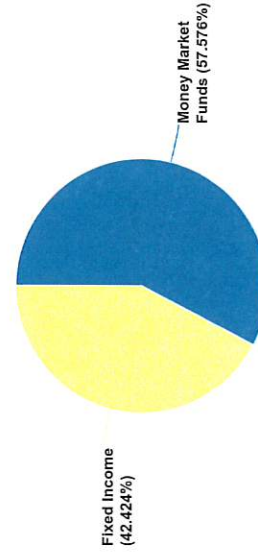


Chart calculated by: Base Market Value + Accrued

## Security Type

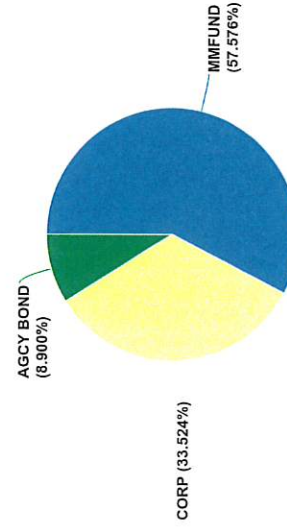


Chart calculated by: Base Market Value + Accrued

## Market Sector

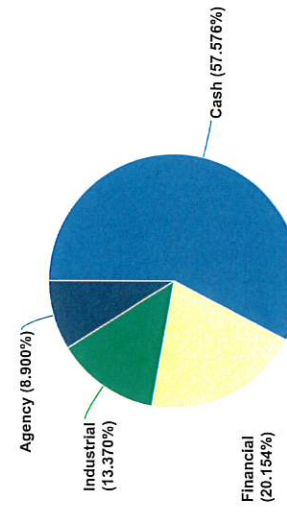
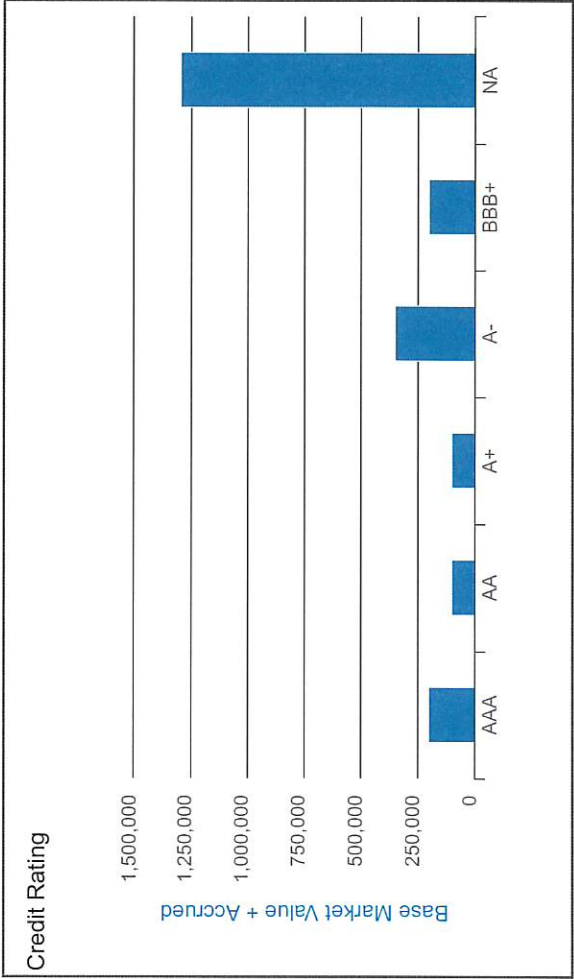


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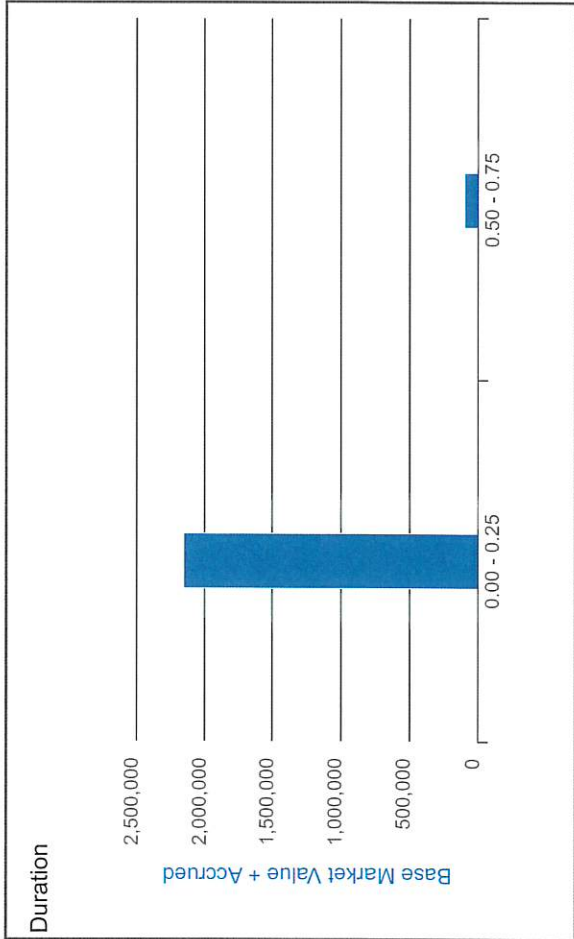
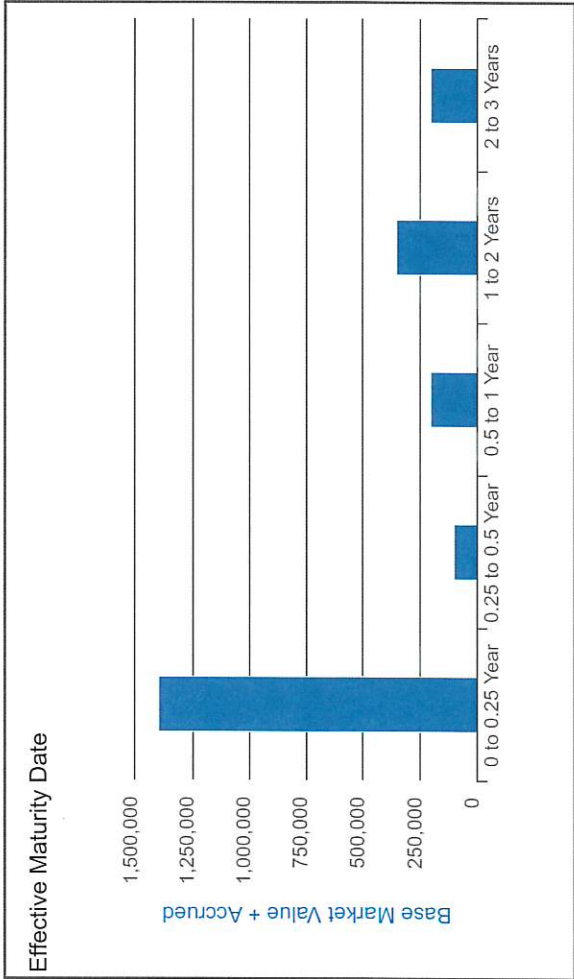
Risk Summary  
12/01/2019 - 12/18/2019

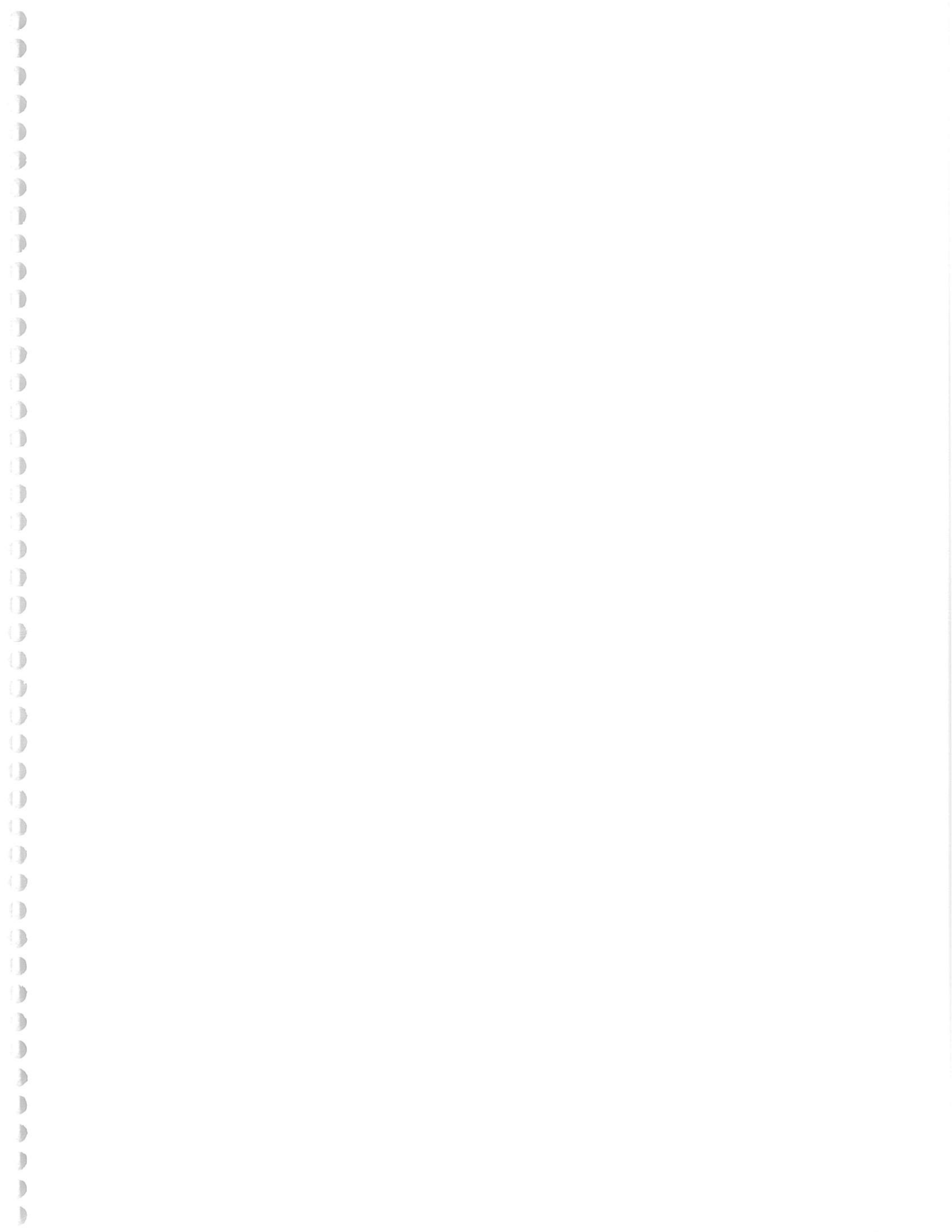
ZWA-UCIP (23721)  
Dated: 12/19/2019



Credit Duration

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	8.900%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
AA	4.470%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
A	20.114%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BBB	8.940%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	57.576%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%





# Risk Summary

12/01/2019 - 12/18/2019

ZWA-UCIP (23721)

Dated: 12/19/2019

## Industry Sector

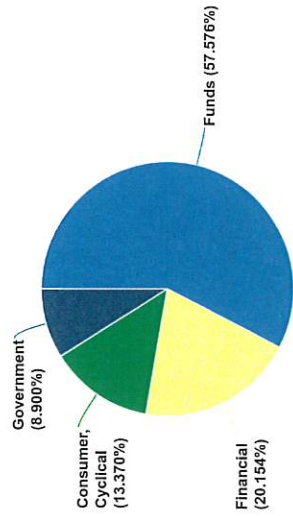


Chart calculated by: Base Market Value + Accrued

## Industry Group

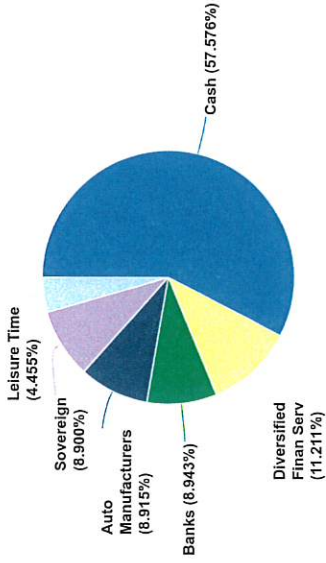


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## Industry Subgroup

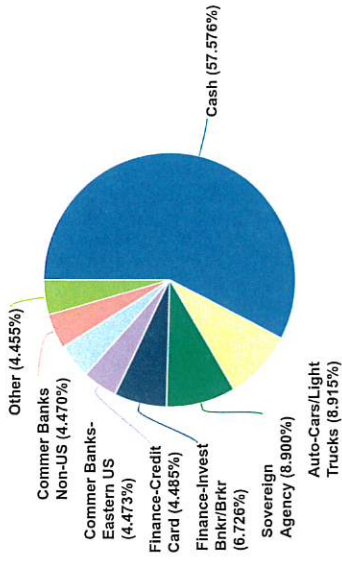


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## MMF Asset Allocation

## Country

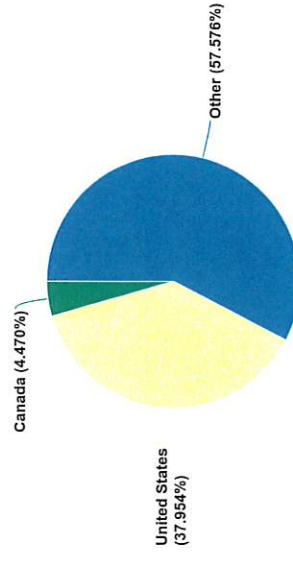


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## Currency

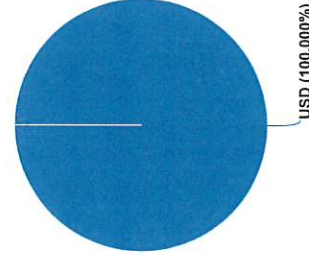


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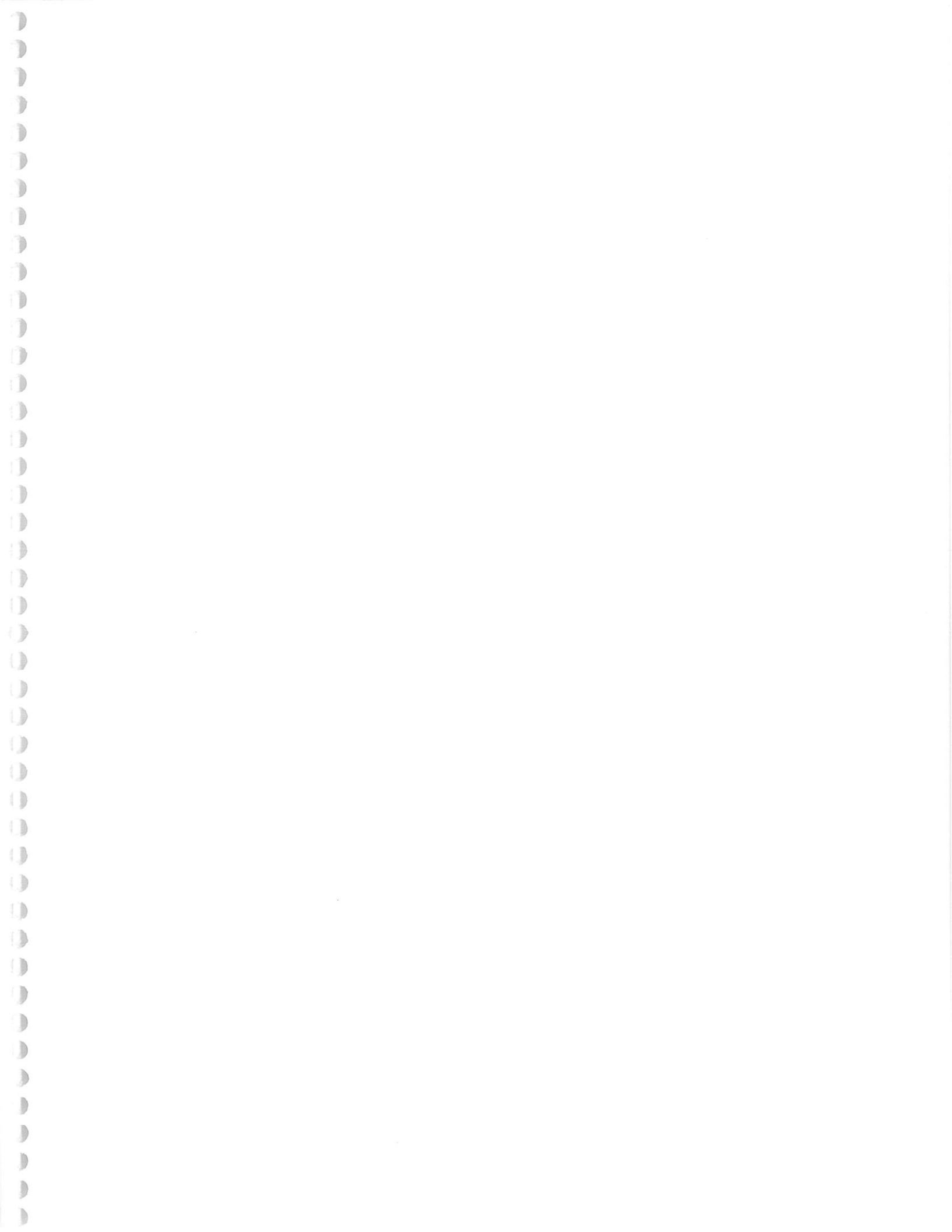




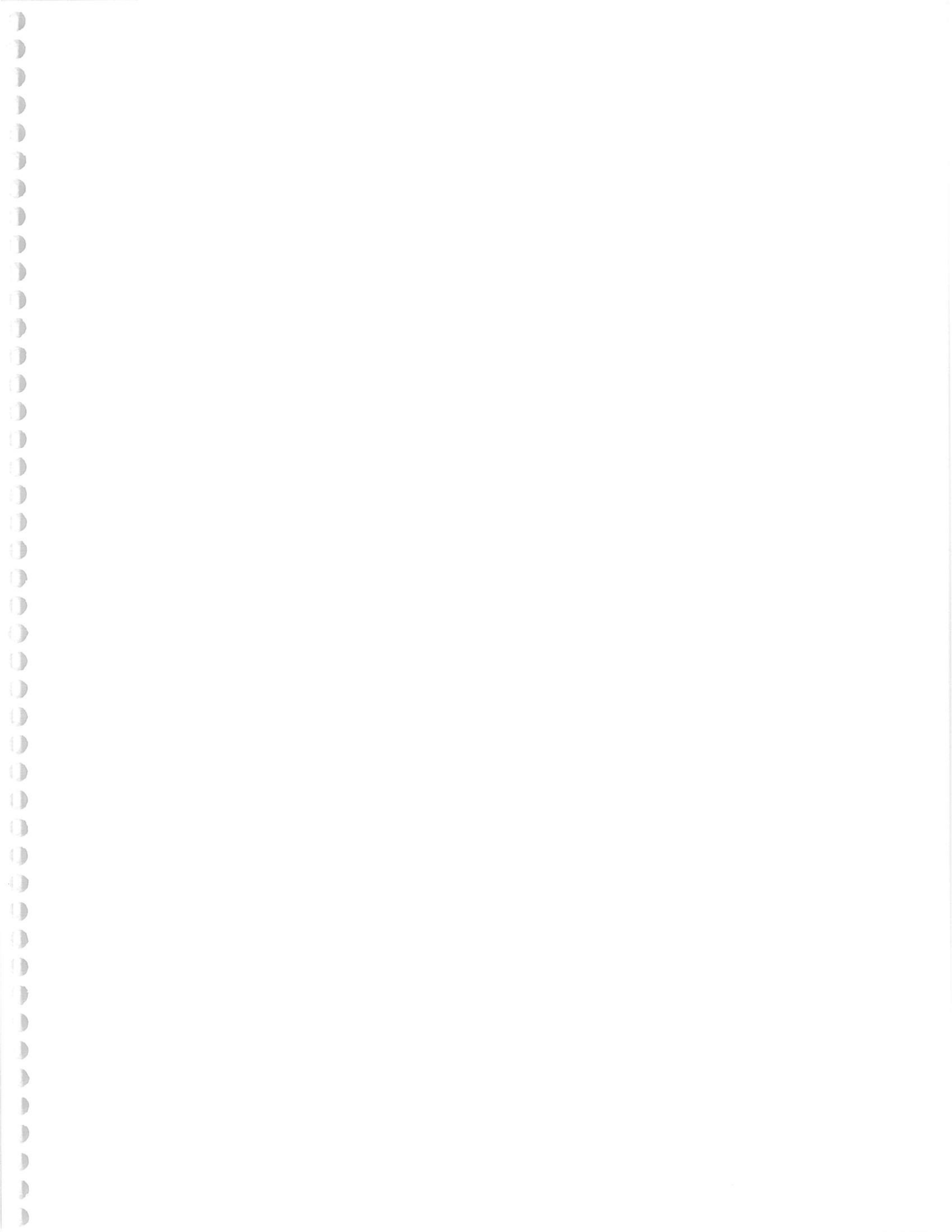
Risk Summary  
12/01/2019 - 12/18/2019

ZWA-UCIP (23721)  
Dated: 12/19/2019

1: \* Grouped by: Issuer Concentration. 2: \* Groups Sorted by: % of Base Market Value + Accrued.







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